

MEMORANDUM
of AGREEMENT
BETWEEN

ALABAMA POWER
COMPANY

and
The Following Local Unions
of

International Brotherhood
of Electrical Workers

No. 345 - Mobile
No. 833 - Jasper
No. 904 - Tallassee
No. 391 - Gadsden
No. 801 - Montgomery
No. 841 - Birmingham
No. 1053 - Demopolis
No. 796 - Dothan
No. 2077 - Wilsonville

Covering Employees in the Power Delivery Construction, Transmission,
General Shops and Supply Chain with Certain Exceptions

DATED May 29, 2009

"There can be no operating condition which justifies our employees taking the slightest chance in performing their work. We want them always to take the safe way, even though our service may suffer thereby, or our costs be increased."

J. M. BARRY

CONTENTS

		Page
Article I	Scope	1
Article II	Term - Extension - Modification	2
Article III	Bargaining - Representation - No Discrimination	3
Article IV	Loyalty and Efficiency	5
Article V	Management	5
Article VI	Promotions, Demotions, and Reductions	5
Article VII	Working Conditions	11
Article VIII	Grievances	28
Article IX	Arbitration	30
Article X	No Strikes or Lockouts	31
Article XI	Safety	31
Article XII	Employee Training	32
Article XIII	Posting Rules	32
Article XIV	Wages and Classifications	32
Article XV	Special Rules Shops, Regional, Roving	33
Exhibit A	Hourly Wage Schedules	43
Exhibit B	Current Memoranda of Understanding	70
Exhibit C	Deleted	100
Exhibit D	Travel	101
Exhibit E	Meals Regional Crews & Shops	104
Exhibit F	Travel Regional Crews & Shops	109
Subject Index		110

AGREEMENT

THIS AGREEMENT, made and entered into the **29th** day of **May 2009**, by and between ALABAMA POWER COMPANY, a public utility corporation of the State of Alabama, its successors or assigns, hereinafter called the Company, party of the first part, and LOCAL UNION NO. 345, LOCAL UNION NO. 833, LOCAL UNION NO. 904, LOCAL UNION NO. 391, LOCAL UNION NO. 801, LOCAL UNION NO. 841, LOCAL UNION NO. 1053, LOCAL UNION NO. 796, and LOCAL UNION NO. 2077, of INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter collectively called the Brotherhood, party of the second part.

WITNESSETH THAT:

WHEREAS, the Company is engaged in the business of supplying electric service to the public in the larger portion of the State of Alabama and for that reason all employees of the Company, including those covered by this agreement, are charged with special obligations and responsibilities that do not exist in the case of the ordinary business enterprise; and

WHEREAS, the efficient construction and maintenance of the production, transmission, and distribution and related properties of the Company is a necessary step in the performance of its duty to continue to extend adequate and dependable service to the public;

NOW, THEREFORE, in consideration of the premises, and for the purpose of facilitating fair, orderly, and prompt adjustment of any disputes that may from time to time arise and of promoting harmony and efficiency in the construction and maintenance of the production, transmission and distribution, and related properties of the Company, the parties hereto contract and agree with each other as follows, to-wit:

ARTICLE I

SCOPE

All Power Delivery Transmission related functions will be covered under this Memorandum of Agreement unless specifically excepted. This agreement covers employees in the Power Delivery Construction, Transmission Line Maintenance, Substation Maintenance, General Shops and Equipment Maintenance personnel in the Fleet Services Department of the Company, excluding guards, clerical employees, engineers, surveyors, instrumentmen, and other employees performing engineering work; timekeepers and materialmen who are not regularly attached to field crews; and all assistant job foremen, job foremen, and supervisors of higher rank. All employees covered by this agreement are included in the classifications set forth in the wage schedules attached hereto as Exhibit A and the words "employee" and "employees" as used in this agreement shall refer only to employees included in such classifications.

For the purpose of this agreement and any associated Memoranda of Agreement, the following definitions apply:

- a. PDT refers to Power Delivery Transmission
- b. Roving Crews are defined to be Power Delivery Transmission construction crews – work location various
- c. Regional Crews are defined to be Power Delivery Transmission maintenance crews with permanent crew headquarters located within Divisions

The individual Memoranda of Agreement covering (1) Power Generation, (2) Distribution and Support and (3) Power Delivery Transmission are to be considered as one Agreement for the purposes of contract ratification; contract extension, modification or termination; and other administrative purposes.

ARTICLE II

TERM - EXTENSION - MODIFICATION

(a) This agreement becomes effective on **May 29, 2009**

(b) This agreement will remain in effect through August 15, **2014** and will continue in full force and effect from year to year thereafter from August 15 of each year through August 15 of the next year, unless changed or terminated as provided in paragraph (c) of this Article II.

(c) Either party desiring to change or terminate this agreement will notify the other party in writing of such desire at least sixty (60) days prior to August 15, **2014** or the expiration date of any yearly extension thereafter. However, changes may be made at any time by mutual consent and it is understood that such changes will be made from time to time as may be necessary to comply with the applicable provisions of all Federal and State laws. The Company and the Brotherhood further agree that, upon due written notice from either, they will meet to amend the agreement to conform to the appropriate laws.

During the term of this agreement, the Business Manager or President of the Local Union, Construction Representative or System Council U-19 and the appropriate level of local supervision can mutually agree to develop work rules and/or procedures for a specific situation or location that may vary from those established in this agreement. Should no mutually agreeable change be made, the rules and procedures established in this agreement will remain in effect.

ARTICLE III

BARGAINING - REPRESENTATION - NO DISCRIMINATION

(a) The Company recognizes the right of its employees to bargain collectively through representatives of their own choosing; and recognizes the Brotherhood as the exclusive representative of the employees covered by this agreement for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment, working conditions, and other conditions of employment herein provided for.

(b) Employees will have the right to join or not to join the Brotherhood as they individually prefer, it being agreed that there will be no discrimination for or against any employees by reason of membership or non-membership in the Brotherhood; no attempt to coerce any employees into joining or not joining the Brotherhood against their will and no interference with any employees on account of joining or refusal to join the Brotherhood either on the part of the Company or the Brotherhood or any employees who are members of the Brotherhood.

(c) The Company and the Brotherhood affirm the continuation of their policy and practice that there will be no discrimination for or against any employee in matters covered by this agreement because of the employee's race, color, religion, sex, disability, age, or national origin; no employee will be coerced, threatened, or intimidated either on the part of the Company or the Brotherhood because of race, color, religion, sex, age, disability or national origin or for protesting any alleged discriminatory treatment in matters covered by this agreement. When the male or female gender is used, it will apply to both sexes.

(d) In the event Act No. 430 of Acts of Alabama adopted August 28, 1953, is modified, repealed, rendered inoperative by Alabama or Federal legislation or declared invalid by the Supreme Court of Alabama or the Supreme Court of the United States so as to permit the operation under the Laws of Alabama of paragraph (c) of Article III of the agreement between the parties hereto, dated June 21, 1948, as amended, such paragraph will become a part of this agreement and will be in full force and effect as if made a part hereof with respect to all employees who are members of the Brotherhood on the date of such modification, repeal or invalidation of such Act.

(e) The Company agrees to deduct dues to the Brotherhood from the pay of each employee, either a present or future member of the Brotherhood, who files with the Company a written authorization for such deduction, with the exception of those who may be paid off in the field in the cases of discharge, it being understood that the Company will continue to deduct such dues from the pay of any employee who is promoted or transferred out of the bargaining unit unless such employee withdraws the deduction authorization. Such deductions will be made and remitted in accordance with said authorization which will be in the following form:

PAYROLL DEDUCTION
AUTHORIZATION
For Dues to
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
Local Union No. _____

I, _____, a member of the International Brotherhood of Electrical Workers, hereby authorize and request Alabama Power Company to deduct from any wages due me on the second payday in each calendar month the sum specified by the Financial Secretary of the above Local Union and to pay the same to the Financial Secretary of the above Local Union for me, and in my behalf, as my monthly dues to said Local Union. This payroll deduction authorization shall remain in effect unless and until withdrawn by me by notice in writing to the Company.

Date _____

Signature _____

Witness _____

(f) The Company agrees to deduct from the pay of an employee voluntary contributions to the Brotherhood's Committee on Political Education fund if such employee files with the Company a written authorization for such deduction. It is understood that such deductions will continue to be made by the Company until the employee withdraws the deduction authorization. Such deductions will be made and remitted to each local union in accordance with said authorization, which will be in the following form:

PAYROLL DEDUCTION
AUTHORIZATION
FOR VOLUNTARY
CONTRIBUTIONS TO I.B.E.W.
COPE FUND

Employee# _____ LU.# _____ S.S.# _____

I, _____, a member of the I.B.E.W., hereby authorize and request Alabama Power Company to deduct from any wages due me on the second payday in each calendar month the sum of _____, and to pay the same to the Financial Secretary of the above local union in my behalf as my voluntary contribution to the COPE fund of said local union. This payroll authorization shall remain in effect unless and until withdrawn by me by notice in writing to the Company.

DATE _____ SIGNATURE _____ WITNESS _____

(g) The Brotherhood will hold the Company free and harmless from any claims or damage from any party whatsoever arising out of making or failing to make such deductions as identified in

paragraphs (e) and (f) of this Article III and will indemnify the Company against any and all such claims and damage.

ARTICLE IV

LOYALTY AND EFFICIENCY

Employees of the Company, members of the Brotherhood, agree that they will perform loyal and efficient work and service, that they will use their influence and best endeavors to protect the property of the Company and its interests; and that they will cooperate with the Company in promoting and advancing its welfare and prosperity.

ARTICLE V

MANAGEMENT

(a) The employees covered by this agreement are primarily engaged in construction and maintenance jobs, the extent, location and character of which are changing frequently, and the provisions are intended to apply to such conditions.

(b) The right to hire, transfer, and discharge employees and the management of the business and properties are reserved by and will continue to be vested exclusively in the Company. The Company will have the right to determine competency and the number of employees it will employ or retain, together with the right to exercise full control and discipline in the proper conduct of its business subject to any applicable provisions of this agreement.

ARTICLE VI

PROMOTIONS, DEMOTIONS, AND REDUCTIONS

(a) New employees will be on probation for the first six (6) months of their employment [except the classification of **utility assistant transmission** will be six (6) consecutive months] and will have no seniority during such period; provided, however, that they will be paid at the respective rates of pay for the classifications in which they work as set forth in wage schedules, Exhibit A, but upon completion of such probationary period their seniority will be dated back to the beginning of their employment.

When an employee classified as **utility assistant transmission** is promoted to a higher classification, any service within a two (2) year period preceding the date the employee was awarded a higher classified job will be accumulative except when interrupted by resignation or discharge for cause.

(b) Promotions, demotions, and reductions within (a) the Line Group, (b) the Substation and Miscellaneous Group, (c) the General Shops, (d) Regional Transmission Line Maintenance Groups,

(e) Regional Substation Maintenance Groups, (f) the Equipment Maintenance Group will be based on competency and seniority. Competency being sufficient, seniority will control. In the event two (2) or more employees are employed on the same date, seniority of such employees will be determined by the date of birth of such employees. The Company reserves the right to maintain the most efficient organization by retaining in or transferring within the above groups on the basis of competency provided that when it is necessary to transfer from one crew to another the transfer will be offered to competent employees in the order of their seniority, and if none accepts, the junior competent employee of the affected classification will be transferred. This will apply to the balancing of existing crews in order to provide the number of employees and the skills required for the efficient operation of existing crews and is not to be used in the establishment of new crews. This transfer clause will not apply to regional crews or General Shops personnel.

Except for temporary workers, employees will be given two (2) weeks' notice in case of a reduction of forces.

(c) The seniority lists will be revised as of December 31 and June 30 of each year during the life of this agreement. In making such revisions the position of employees in their respective list will be rated according to the added time which has accrued to them in their respective group.

(d) Seniority of any employees will not be lost unless their employment is interrupted for more than twenty-four (24) consecutive months during which such employees do not work for or make time with the Company unless they are offered employment in their former or equivalent classification at locations designated by the employees and fail to accept the same and report for work within a period of two (2) weeks. When it is necessary to increase forces of the Company in the classifications covered by this agreement, former employees whose employment was discontinued by the Company through a reduction in forces and whose seniority has not been lost will be offered reemployment on the basis of seniority at the locations designated by the employee provided they are available and competent and preferential consideration will be given to former employees whose seniority has been lost. However, refusal of temporary employment will not constitute grounds for interrupting seniority. An interruption of employment due to leave of absence will not cause employees to lose their seniority. Seniority will not accrue during layoffs due to lack of work. Seniority will accrue during interruptions in service because of illness; leaves of absence for Union business; during periods of suspension for disciplinary reasons; leaves required by law for military service; leaves required by law under the Family Medical Leave Act; brief absences for personal business; or any mutual agreed upon reasons. Service with the Company will continue to accumulate during disciplinary layoff or suspension with respect to an employee's eligibility for vacation. An employee who voluntarily resigns from the service of the Company or who has been discharged for cause, will lose all previous seniority rights and other rights growing out of previous continuous service with the Company. Employees on disability, extended disability, or long term disability leaves of absence will be granted service credit, not to exceed twenty-four (24) months, upon return to work, effective September 2, 1992.

(e) When employees are transferred from one group to another, their seniority in the new group will be that seniority which they accumulate during the first twelve (12) months in the new group. After twelve (12) months in the new group, their seniority will be based on the length of their continuous service with the Company, if this continuous service began in a classification covered by the bargaining unit, plus seniority accumulated during the first twelve months in the new group.

When employees are transferred from some other department or group of the Company not covered by this agreement, their seniority in the group to which they are transferred will be that which they accumulate during the first twelve (12) months in the new group. After twelve (12) months in the new group, their seniority will be their seniority with the Company at the time of their transfer, plus seniority accumulated in the new group.

(f) The need for the various classifications, except **utility assistant transmission** in the Line Group, Substation and Miscellaneous Group, and Equipment Maintenance Group, will be filled by promptly posting notices at the various headquarters of the group affected and selecting from the applications received by the Human Resources Business Representative - Power Delivery within ten (10) days after posting. A good faith effort will be made to communicate all permanent jobs posted from all seniority units across the Company. The Company's failure to comply with this provision will not be subject to the grievance procedure. Selection will be made within ten (10) days and posted; except in such cases where an employee's competency is being evaluated for entry into certain job classifications covered by this agreement; but in no case will the posting and the selection take longer than twenty-five (25) days.

Where bids for vacancies or new jobs are submitted via certified mail, the Company will consider such bids as timely submitted if the date an Alabama Power Company representative signs as being in receipt of this certified mailing is within ten (10) days after the notice of vacancy or new job is posted under this Agreement.

Failure of the Company to consider such a bid must be brought to the attention of the appropriate Company representative within the time limits as set forth in Article VIII of this Agreement.

Applicants from the units to whom jobs are awarded will have five (5) days within which to accept or decline such jobs after the date when such awards are posted and will promptly notify their respective immediate supervisors in writing of their decision to accept or decline such jobs, but if no such notices are given the supervisors, the employees will be deemed to have accepted the jobs awarded them. Employees may decline no more than one (1) vacancy or new job awarded them during a calendar year. The successful applicant for a vacancy will be moved to such vacancy within thirty (30) days from date of job award notice except in the case of jobs created in connection with staffing of new plants, units, or crews and new operations, in which case, the successful applicant will be transferred within thirty (30) days from the anticipated date of such staffing which date will be specified on the job notice. If no competent employees from within the group apply, applications received from employees in other units will be considered and notices will be posted on the same basis as set out above. In cases where no applications are received from competent employees, any available source postings will be posted company-wide. Applications received will be considered and the Company may select from any available source and post notice of such selection. However, the filling of such vacancy posted any available source will not be made the basis of a grievance. If selection is not made within ninety (90) days and the need still exists, it will be reposted. Temporary [ninety (90) days or less] requirements will be filled as above except that notice will be posted only in the crew where the need exists. The Company will post notice as promptly as possible in the event any job becomes vacant and is to be discontinued. Copies of all notices posted will be sent to the affected Local Union Presidents, Construction

Representative, and to the System Council U-19. Applications will be sent to the Company representative designated in the first paragraph of this Article VI, paragraph (f) and one (1) copy to be retained by the employee. All notices will clearly identify each opening as to crew and group. Applications will be made on printed forms if available; otherwise, by letter. Employees may apply for a promotion at any time; however, such employees may not apply for a vacancy or new job in their own classification more than once during each six (6) month period except in order to avoid being replaced due to a reduction of forces. Employees from the Line Group, Substation and Miscellaneous Group, and the Equipment Maintenance Group, who are used to perform temporary work assignments away from their regular work group will be considered as temporary on the job and their seniority will be retained in their respective groups.

Employees covered by this agreement may make applications for jobs which are open in units of the Company not covered by this agreement by following the job application practice of the unit into which they wish to transfer. If the jobs are not filled from within the units in which they are open, such applications will be considered on the same basis as applies to an application from within the unit.

(g) Employees in the classification of apprentice, who have attained competency to advance to journeyman, but who, after accumulating four (4) years in apprentice classifications have not been promoted to journeyman will be offered advancement to the classification of journeyman in a crew in their seniority group where the services of an additional journeyman can be utilized to best advantage.

Employees in the classification of timekeeper and materialman (class B) who have attained competency to advance to timekeeper and materialman (class A), but who, after accumulating two (2) years in the timekeeper and materialman (class B) classification have not been promoted to timekeeper and materialman (class A) will be offered advancement to the classification of timekeeper and materialman (class A) in a crew in their seniority group where the services of an additional timekeeper and materialman (class A) can be utilized to best advantage.

In the event an employee is determined not physically qualified due to an injury, but is otherwise deemed competent for advancement under the provisions of Article VI, paragraph (g), the Company shall re-evaluate the employee's competency within one hundred eighty (180) days from the date of initial eligibility for advancement; if the employee is determined competent, the employee shall be advanced in accordance with the provisions of Article VI, paragraph (g), effective on the date of advancement.

Vacancies in journeyman or timekeeper and materialman (class A) classifications may be held open for a maximum of twenty-one (21) days prior to the date on which such apprentices' four (4) years or timekeeper and materialmen's (class B) two (2) years combined accumulated service is completed during which time it may be filled by such employees. Also, the assignment of such employees to a definite crew may be delayed for a period not in excess of twenty-one (21) days if it is anticipated that vacancies in the journeyman or timekeeper and materialman (class A) classifications for which they are eligible may occur during that period.

In case employees classified as apprentice or timekeeper and materialman (class B) elect to decline advancement so offered in another crew but elect to remain with the crew to which they are

then assigned, they will continue to retain their classification of apprentice or timekeeper and materialman (class B) during future employment unless promoted or transferred on application made by them and considered in the manner prescribed for applying for and filling vacancies and new jobs which are thereafter posted.

Employees who have attained the journeyman classification but who are displaced from such journeyman classification and moved into a lower classification due to a rollback caused by the settlement of a grievance, an employee's return from a leave of absence, a reduction in forces, or incompetency, will not be eligible to advance to the journeyman classification until their respective combined accumulated service as a journeyman and/or as an apprentice equals four (4) years provided such employees do not elect to progress to journeyman under the terms and conditions of the bidding procedure as outlined in Article VI, paragraph (f). At the time the employees' respective combined accumulated service as a journeyman and/or as an apprentice equals four (4) years and provided the employees are competent to advance to journeyman, they will be offered advancement to the classification of journeyman in a crew in their seniority unit where the services of an additional journeyman can be utilized to best advantage.

Employees who have attained the journeyman classification but who choose of their own free will to bid into a lower classification will not be eligible for progression from apprentice to journeyman under the provisions of this paragraph, until they satisfy the original requirement for apprentice progression, that is, until their accumulated service in the apprentice classification is equal to four (4) years after bidding out of the journeyman classification.

Employees who have attained the timekeeper and materialman (class A) classification but who choose of their own free will to bid into a lower classification will not be eligible for progression from timekeeper and materialman (class B) under the provisions of this paragraph, until they satisfy the original requirement for timekeeper and materialman (class B) progression that is, until their accumulated service in the timekeeper and materialman (class B) classification is equal to two (2) years after bidding out of the timekeeper and materialman (class A) classification.

When, as a result of reduction of forces, a journeyman whose combined accumulated service as a journeyman and/or as an apprentice equals four (4) years or more moves into a lower classification other than apprentice, or when, as a result of reduction of forces, a timekeeper and materialman (class A) whose combined accumulated service as a timekeeper and materialman (class A) and/or as a timekeeper and materialman (class B) equals two (2) years or more moves into a lower classification other than timekeeper and materialman (class B), the journeyman or the timekeeper and materialman (class A) may when an apprentice or timekeeper and materialman (class B) opening is available bid on the apprentice or timekeeper and materialman (class B) job in accordance with the bidding procedure as outlined in paragraph (f) of this Article VI; and if awarded such available apprentice or timekeeper and materialman (class B) job will immediately be promoted to the journeyman classification in that line of work or into the timekeeper and materialman (class A) classification. If unable to perform such work at the journeyman or timekeeper and materialman (class A) level, the journeyman or the timekeeper and materialman (class A) will be demoted and will not be permitted any future claim to progression from apprentice to journeyman or from timekeeper and materialman (class B) to timekeeper and materialman (class A) under the provisions of this paragraph.

(h) Should employees become Business Manager in Alabama for the above-mentioned Local Unions or accept a full-time position with International Brotherhood of Electrical Workers or the Alabama Labor Council, the Company agrees that they will be given a leave of absence for the period of this agreement, or any extension thereof, and that they will retain and accumulate seniority and service just as though they continued to work for the Company, and that they will be permitted to return to this former or an equivalent classification with the Company immediately upon conclusion of their term as such, and provided they are competent to fill the position.

It is understood, however, that any necessary demotions made in carrying out the provisions of this paragraph (h) will not be made the basis of any grievance.

Service time will accrue for employees who are on a Union Leave of Absence. Employees who return from a Union Leave of Absence will be eligible for retroactive accrual of service time for purposes of vacation, service awards and retirement plaques.

(i) If in filling a vacancy or new job in a classification covered by this agreement, employees are transferred upon their request and application to a lower classification, their rate of pay in the lower classification will be at the minimum of such classification unless their training and experience justify a higher rate in that classification.

(j) The Company has the right to lay off or discharge any employee for sufficient and reasonable cause, but the employee will be advised of the reason or reasons for such layoff or discharge; and the Brotherhood will, upon request, be advised of the reason or reasons for such layoff or discharge.

(k) In case of reduction of forces or demotions, it is agreed that layoffs for employees of the classifications in Exhibit A will be made in the reverse order of seniority in each of the following groups: the line group, the substation and miscellaneous group, and the equipment maintenance group; it being understood that journeymen whose combined accumulated service as journeymen and/or as apprentices equals four (4) years or more will retain their journeyman classification provided there is either a journeyman or apprentice in their seniority group with less seniority whose job they are competent to perform and whom they choose to displace. In the event a roll is initiated, affected employees will be allowed to roll up to any job previously held provided they are presently competent. Jobs filled solely on competency are excluded. It being also understood that the employees retained as a result of the reduction of forces will result in classifications and competency sufficient for the work to be done and that no employees will be retained to fill jobs for which they are not qualified, and it being further understood that layoffs in the reverse order of seniority will be worked out promptly with representatives of the Brotherhood, and will usually result in laying off employees with the least seniority in the particular groups. The Company will endeavor to provide the Union with reasonable notice in the event of a reduction in forces.

Management together with the Construction Representative may mutually agree in cases of reduction of forces or demotions to roll displaced employees to vacancies, thereby affecting the fewest number of employees. In cases where a mutual agreement is not reached, reductions in forces and demotions will be made in the reverse order of seniority as set forth in the provisions of this paragraph (k).

(l) Employees laid off as a result of a reduction of forces or demotion will initially designate locations or, subsequent to layoff, additional locations where reemployment is desired for the purpose of recall from layoff. Locations so designated will be any of the six (6) geographic divisions, any generating plant, Power Delivery Transmission as one (1) location, and/or the General Services Complex. Vacancies not filled through the initial posting or vacancies in the utility assistant transmission classifications at the respective locations so designated will be offered to employees on layoff who are subject to recall as set forth in paragraph (d) of this Article VI.

In the event that a reduction of forces or staffing adjustment may be necessary, the Company and Union may agree to apply any such severance or early retirement plan as may be approved and in effect at the time.

(m) When job awards are made under the seniority provisions of this agreement and displacements are made due to incompetency during the first twelve (12) months following the job awards, employees will be returned to their former jobs and other employees awarded jobs in the sequence will also be returned to their former jobs. Employees displaced on account of incompetency will pay their own return moving expenses.

ARTICLE VII

WORKING CONDITIONS

(a) The number of vacation days eligible, full-time employees accrue during the first calendar year of employment (or during the calendar year in which they are rehired or returned to work following a leave of absence) will be prorated based upon the quarter in which employees are hired (or rehired or returned to work following a leave of absence):

Employees hired, rehired or returning to work in this quarter:	Will receive this amount of vacation for that calendar year:	Or this percentage of the amount the employee would have accrued if he or she had been hired on January 1 of that year: (for employees who are rehired or hired with credit for prior, non-Southern Company experience)
1 st Quarter (Jan. 1 through Mar. 31)	80 hours	100%
2 nd Quarter (Apr. 1 through June 30)	64 hours	80%
3 rd Quarter (July 1 through Sept. 30)	48 hours	60%
4 th Quarter (Oct. 1 through Dec. 31)	32 hours	40%

When determining how much vacation a newly hired employee should receive, managers have the discretion to recognize certain prior, non-Southern Company experience.

Each full-time employee will be eligible for two (2) weeks [i.e., eighty (80) hours] vacation with pay effective January 1 of the calendar year following the year of employment.

Each full-time employee who has been in the employ of the Company for an immediately prior continuous period of one (1) year or more will be eligible for three (3) weeks [i.e., one hundred twenty (120) hours] vacation with pay at the beginning of the calendar year in which the employee will accumulate **five (5)** or more years of service so long as such service was not broken by resignation or discharge for cause.

Each full-time employee who has been in the employ of the Company for an immediately prior continuous period of one (1) year or more will be eligible for four (4) weeks [i.e., one hundred sixty (160) hours] vacation with pay at the beginning of the calendar year in which the employee will accumulate fifteen (15) or more years of service so long as such service was not broken by resignation or discharge for cause.

Each full-time employee who has been in the employ of the Company for an immediately prior continuous period of one (1) year or more will be eligible for five (5) weeks [i.e., two hundred (200) hours] vacation with pay at the beginning of the calendar year in which the employee will accumulate twenty-five (25) or more years of service, so long as such service was not broken by resignation or discharge for cause.

Each full-time employee will accrue vacation on **January 1st**. **Except as stated above**, the employee must have been employed for at least a continuous period of one (1) year and must be employed on **January 1st** in order to accrue the vacation. The employee is not required to work in the succeeding year in order to qualify for vacation.

For the purposes of vacation only, a calendar year will begin on **January 1st** and end at midnight on December **31st** of the current year. All existing requirements to accrue vacation will remain as stated.

Vacations will not be cumulative; however, employees will be allowed to carry from one calendar year to the next up to eighty (80) hours vacation. Vacations may be arranged in advance of March 15 with their respective supervisors giving full weight to seniority provided that the full vacation allowance is scheduled on consecutive days. However, employees who choose to select vacation periods which are not consecutive will be entitled to exercise their seniority in the selection of the first such vacation period. Subsequent selections of vacation periods will not be made until all other employees have had an opportunity to make selections under the same conditions. Vacations will be taken at such time as will not unduly interfere with maintaining construction schedules. Employees who have not selected their vacations on or before March 15 will have to select periods that are untaken after that date and such periods will then be selected and scheduled in order of requests made. Employees will not be required to take their vacations in units of less than one (1) week [i.e., seven (7) consecutive days].

Should employees be recalled for emergency duty while on vacation, the Company will defray any extra expenses which they may incur as a result of such recall including transportation and other reasonable expense back to the place from whence they were recalled, or to any equivalent point. If they desire to resume their vacation at the conclusion of the emergency, additional

vacation time will be granted them in lieu of time lost as a result of such recall, including time spent in traveling incidental to such recall.

It is agreed that the Company currently recognizes holidays which are continuous with scheduled vacation days to meet the requirements as set forth in Article VII, paragraph (a), with regard to call out.

If a holiday occurs during an employee's vacation, the employee will be allowed an additional day off with pay at the beginning or end of the vacation.

In the event of a death in an employee's immediate family while such employee is on vacation, Article VII, paragraph (d) of this agreement will apply, provided the employee's respective supervisor is promptly notified. Such employees will be allowed to reschedule that portion of their vacation covered by the above mentioned Article VII (d), consistent with the terms and conditions of this Article VII, paragraph (a).

If employees leave the service of the Company and they are eligible for a vacation as above stated, they will be paid for same, provided such employees have not been discharged and provided in case of resignation they have given two (2) weeks' notice of their intention to resign from the Company.

In the event employees resign from the employ of the Company, they will be paid only for that unused vacation to which they were eligible as of the date the notice of resignation is received.

(b) Insofar as possible, the following holidays will be observed and granted without loss of pay: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (or such other national holiday as may be established in lieu thereof), Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, and Christmas Day.

When a holiday falls on an employee's scheduled off day, the holiday will be observed in the following manner: (1) If a holiday falls on an employee's first scheduled off day, the preceding work day will be observed as the holiday; (2) If a holiday falls on an employee's second scheduled off day, the following work day will be observed as the holiday. When employees work on a holiday they will be paid at one and one-half (1½) times their regular straight time rate for all hours worked on the holiday, and in addition thereto they will receive pay for eight (8) hours at their regular straight time rate. As much notice as possible will be given to employees required to work on holidays; however, schedules as posted will constitute notice to shift employees who are required to work on holidays. When a holiday falls on the employees' off-days they will be allowed a day off in lieu thereof within thirty (30) days, or, if the Company concludes that it will not be able to grant time off in lieu of such holiday, it will pay for same at regular straight time rates. If a holiday falls on the employees' off-days and it is necessary to call out or to prearrange the employees to perform work, they will be paid at one and one-half (1½) times their regular straight time rate for all hours worked, and in addition thereto, they will receive pay for eight (8) hours at their regular straight time rate.

If a holiday occurs during the employees' vacation they will be allowed an additional day off with pay at the beginning or end of their vacation.

If a holiday falls on a regular scheduled workday and the employee works eight (8) hours or more, the employee may be paid eight (8) hours at the straight time rate and request the holiday be banked. If more than eight (8) hours are worked, all hours over eight (8) hours will be paid at one and one-half (1½) time. Employees working shifts other than eight (8) hours per day will be allowed to bank the entire shift, hour for hour, if they work their regular scheduled hours or more on a holiday and are paid at the straight time rate for such regular scheduled hours worked.

However, if a holiday falls on a regular scheduled workday and the employee is paid straight time wages for time missed during the regular scheduled work period as a result of the rest period as set out in this paragraph, for the purpose of holiday banking only, such time will be considered as time worked. Should an unpaid meal period cause the employee to have worked less than a full work period, the employee will be allowed to request the holiday be banked. If a holiday falls on a regular scheduled workday and the employee works the entire shift at the overtime rate as a result of the rest period as set forth in this paragraph, the employee may request the holiday be banked. If the employee works part of the work period at the overtime rate as a result of the rest period and is off with pay at the straight time rate for part of the work period due to the rest period as provided herein, the employee will be allowed to bank the holiday. All hours worked outside regular scheduled hours will be paid at one and one half (1½) time. Holidays that occur on an employee's off day may only be banked as eight (8) hours. For holidays that occur on a regular scheduled workday and are not banked, all hours worked in excess of eight (8) hours will be paid at one and one half (1½) time. An employee may bank up to five (5) holidays (**effective January 1, 2010, ten (10) holidays**). Should employees change to a longer schedule, they must use dock time or vacation to make up the difference when taking a banked holiday. If they change to a shorter schedule, they will be paid for the difference or have the option of taking the excess hours off as if it were vacation.

Banked holidays can be carried over from year to year, but at no time can an employee have more than five (5) days banked (**effective January 1, 2010, ten (10) holidays**). Banked holidays must be taken in blocks of hours equal to the regular scheduled workday, arranged for like a day of vacation. Employees may request payment for banked holidays in blocks of hours equal to the regular scheduled work day, with payment made at the current straight time rate in the employee's regular paycheck.

At least twenty-four (24) hours prior to the beginning of a holiday, each supervisor will make known if the needs and conditions are such that members of the work group may volunteer to work on the holiday and thus bank the holiday for future use. If more ask to work than are needed, then seniority will be the basis for selecting those asking to bank a holiday.

It is not the Company's intention to change schedules on a temporary basis to avoid paying for more than eight (8) hours.

(c) Each new full-time employee will be allowed a maximum of one (1) week [i.e., forty (40) hours] sick leave with pay upon completion of the initial employment probationary period as described in Article VI, paragraph (a), if such sick leave is necessary because of the employee's own sickness.

Each full-time employee will be allowed an additional maximum of one (1) week [i.e., forty (40) hours] sick leave with pay upon completion of the initial six (6) months of continuous employment with the Company following such probationary period if such sick leave is necessary because of the employee's own sickness.

Thereafter, the Company will allow (2) weeks [i.e., eighty (80) hours] sick leave with pay per calendar year to each full-time employee who has been in the employ of the Company for an immediately prior continuous period of six (6) or more months if such sick leave is necessary because of the employee's own sickness.

Employees may use a maximum of 40 hours per calendar year accumulated basic sick leave for unavoidable absences caused by disability or sickness in the family, defined as a parent, spouse or child (including a step-child who resides in the household or is a legal dependent of the employee's spouse).

Employees will be allowed forty (40) additional hours sick leave in any calendar year following a year in which the employee did not use any sick leave.

An employee may accumulate unused sick leave up to a maximum of one thousand forty (1040) hours, including sick leave allowed for the then current year. Under no circumstances will an employee be entitled to more than one thousand forty (1040) hours sick leave with pay in any calendar year.

Unless it is impossible to do so, employees or a member of their immediate family will notify their respective immediate supervisor of sickness and its probable duration as much in advance of the starting time of their shift as may be possible. Repeated failure to report for work without giving such notice will be grounds for disciplinary action or discharge. Should employees fail to notify supervision before the end of the second day of such absence; they will not qualify for sick leave with pay unless it can be shown that it was impossible for them to give or cause such notice to be given to their respective supervisor. In the event of absence due to sickness, supervisors may make reasonable investigations as they deem desirable and the Company may require a doctor's certificate as to the nature of the sickness causing absence from work. Failure to give notice as required or to supply a doctor's certificate if required will forfeit all rights to sick leave with pay during the particular absence from work. The Brotherhood will cooperate with the Company to prevent or eliminate abuses of sick leave privileges.

Employees who are laid off due to a reduction in forces, but who return to the employ of the Company in a permanent job within a period of twenty-four (24) months from the date of such layoff, will retain any unused accumulated sick leave to which they were entitled at the time of their layoff; and will be eligible for such unused accumulated sick leave upon reemployment in a permanent position.

(d) If employees are absent from work because of a death in their immediate family, they will be allowed time off with pay as follows:

(1) Three (3) days death leave will be granted, as deemed necessary by the employee in the event of a death of the employee's spouse, parents, stepparents, grandparents, stepchildren, children,

grandchildren, brothers, sisters, half-brothers or half-sisters or the spouse's parents, stepparents, grandparents, brothers, sisters, half-brothers or half-sisters.

Time off as stipulated in (1) above must be taken within thirty (30) days of the death.

(2) Up to three (3) consecutive days funeral leave will be granted, including off-days, for the purpose of traveling to, attending and returning from the funeral service of the employee's son-in-law, daughter-in-law or any relative regularly residing in the household of the employee concerned.

(e) The Company will continue its present policy of carrying group life insurance at its own expense on all full-time employees who have been in the employ of the Company for a continuous period of six (6) months or more, so long as such insurance continues to be available to the Company at substantially the present rates and under substantially the present conditions.

Employees returning from layoff as a result of reduction of forces within twenty-four (24) months of such layoff will be entitled to the amount of non-contributory group life insurance to which he was entitled at the time of layoff.

The Company adopted a Pension Plan covering certain of its employees, including those now represented by the Brotherhood, on July 1, 1944. Such Pension Plan has been amended from time to time since its adoption and the Company has entered into supplemental pension agreements with the Brotherhood relating to such plan.

(f) Employees performing jury duty will be paid at their regular rates for time lost from their regular work while so serving. Employees who are permanently discharged from such jury duty will be expected to report such discharge as soon as practicable to their respective supervisors. The Company agrees to allow time off with pay for voting, not to exceed two (2) hours pay, to those employees whose work on election day does not otherwise permit sufficient time to vote.

(g) Employees who are members of committees representing the Brotherhood will be allowed time off to attend meetings with Company officials. They will give their respective foreman, or in the foreman's absence the supervisor in charge in the foreman's place, reasonable notice in advance of their desire to attend such meetings. The number of representatives of the Brotherhood in attendance at such meetings on Company time will be limited to the number reasonably necessary to transact the business at hand. The Company will pay such employees at their regular rates of pay for time lost from their regular work as a result of attending such meetings. Officers and authorized delegates, not to exceed four (4) from each Local Union, who are called upon to transact business for the Local Union, or the International Brotherhood of Electrical Workers, which temporarily requires their absence from duty, will upon written request to their respective supervisors, be allowed sufficient time off for such business without pay. It is understood, however, that except for the foregoing there will be no transactions of Brotherhood business, including solicitation, on Company time or on any property of the Company where employees are on duty.

(h) When employees are recalled for work and report for duty after a regular work period or on one of their regular off-days, they will be paid for actual time spent working or standing by, plus a recall allowance, for the inconvenience involved in such recall, but in no event will they receive less than two (2) hours pay at their overtime rate. Employees who are provided Company vehicles

for the purpose of such recalls, and respond to the recalls from their homes or temporary lodging locations, will not be eligible for the recall allowance. Such employees will be paid for the actual time spent working or standing by, but in no event will they receive less than two (2) hours pay at their overtime rate. When employees are required to report for work on a scheduled workday after having been released on one of their scheduled workdays and were notified to this effect before the end of their last scheduled work period, they will have a minimum of three (3) hours continuous work provided for them at overtime rates except as set out below. When employees are required to report in advance of the normal starting time on one of their scheduled days of work, and were notified to this effect before the end of their previous scheduled workday, they will be paid at the overtime rate for all time worked prior to their normal starting time.

When employees are recalled for work and report for duty while they are off duty during their regular scheduled lunch period, they will receive overtime pay for the actual time worked at a minimum of one half ($\frac{1}{2}$) hour up to the length of their scheduled lunch period and will be allowed adequate time to complete eating their meal.

When a prearranged overtime assignment commences on an employee's regular workday and extends into the employee's first off-day, a minimum of four (4) hours continuous work will be provided at the overtime rate, but in no case will a guarantee for such prearranged overtime work exceed four (4) hours. When employees are required to work on one of their off-days and were notified to this effect before the end of their last previous scheduled work period they will have a minimum of four (4) continuous hours work provided for them at their overtime rate, but in no case will a guarantee for a continuous period exceed four (4) hours and provided, further, that if their regular scheduled work period begins before the end of the guaranteed four (4) hours they will be considered as reporting in advance of their normal starting time as set out above. A regular off-day will consist of twenty-four (24) consecutive hours commencing with the end of the preceding regular workday [as defined in paragraph (m), Article VII] or a preceding regular off-day. The prearranged minimum hours provided for in this paragraph will be eight (8) hours for employees reporting in excess of 80 miles from their home location. Employees as close to the work site as possible will be utilized before requiring employees in excess of eighty (80) miles to report.

Employees prearranged to work at a location other than their regular work location will be reimbursed the excess mileage expense above their mileage expense reporting to their regular work location. In addition, based upon the excess mileage, employees will be eligible for a prearranged allowance for the inconvenience involved. No travel time will be provided. Work will begin and stop at the work site. The Company will endeavor to utilize employees who live as close to the work site as reasonably possible.

(i) When employees are ordered to stand by subject to call, a definite place and period of time will be designated by their supervisor. Time thus spent standing by will be considered as hours worked.

(j) Employees reporting for work pursuant to instruction of their supervisor will be allowed a minimum of two (2) hours time if for any reason their supervisor has no work for them.

(k) When employees are designated by a supervisor to temporarily work in a higher covered

classification than their own, they will be paid at the minimum rate for the higher classification unless such rate is less than their own rate, and only for the hours worked.

A classification will be deemed higher if the maximum scheduled rate of pay is higher.

The senior competent employee available will be designated to temporarily work in a higher classification when the number of employees in necessary classifications falls below that which is required to perform the work safely and efficiently.

When no supervisor or crew leader is available, the senior competent employee will be designated by a supervisor to take charge of the crew and be paid at the rate of crew leader.

(l) The Company will not use superintendents, assistant superintendents, supervisors, or foremen to displace employees in classifications covered by this agreement; however, nothing in this agreement will be construed to prevent them from doing such work in emergencies, in training employees, in the inspection and adjustment of equipment, and performing incidental tasks which contribute to the obvious efficiency of the crew or work group, but will not displace a covered employee. It is not the parties' intent for these classifications to become working classifications that can perform routine bargaining unit work without limitations. Such classifications' primary responsibility is to supervise work being performed. The above referenced incidental tasks do not include the foremen doing routine switching or using tools.

(m) The regular workweek will consist of seven (7) consecutive twenty-four (24) hour periods starting immediately after Friday midnight or at the shift change nearest Friday midnight in the case of shift employees, as defined in paragraph (n) of this Article VII. The regular daily work period will consist of a continuous period including eight (8) scheduled hours of work, plus scheduled time for a meal, except as may be mutually agreed between the majority of a crew and their respective supervisor. However, it is understood that the commencement of the meal period may be advanced or delayed thirty (30) minutes by the Company so long as the meal period is not reduced or extended. In cases where the commencement of a meal period is advanced or delayed more than thirty (30) minutes by the Company time spent working during the regular scheduled meal period will be paid for at the overtime rate and the employee will be allowed sufficient time for the meal and if any part of this time falls outside the employee's regular scheduled meal period it will be considered time worked. The regular workday will consist of twenty-four (24) consecutive hours commencing with the starting time of the work period; except that no workday will carry over from one regular workweek to the next.

(n) All employees will be paid at the rates shown for their respective classifications in the wage schedules attached hereto as Exhibit A for all time worked during their scheduled hours of work. In general, all non-shift employees will be scheduled to work five (5) regular daily work periods in each workweek on consecutive workdays, except when scheduled to work Tuesday through Saturday when the work periods will be split between two (2) workweeks. Employees may be allowed to work schedules other than eight (8) hours as specified in applicable Memoranda of Understanding.

Shift employees will be scheduled to work five (5) regular daily work periods in each workweek on consecutive workdays, as far as may be practicable. Except for shift employees, the five (5) daily

work periods will be scheduled between 5:00 a.m. and 7:00 p.m., Monday through Friday, and on a temporary basis, Saturday. Temporary rescheduling on Saturday will be made by providing notice before the end of the last scheduled work period of the previous work week. With this temporary rescheduling on Saturday, off days will be consecutive. Temporary rescheduling will be limited to no more than three (3) times per calendar year per crew. However, equipment maintenance employees at either a Birmingham Headquarters location or at the General Services Complex will be scheduled between 6:00 a.m. and 6:00 p.m., Monday through Friday or Tuesday through Saturday. The majority of a crew and their respective supervisor and members of the equipment maintenance group and their respective supervisor may mutually agree to change the beginning of their daily work period. The various employees will be notified of their regular scheduled work periods by posting notices in the respective plants, substations, crew headquarters, and local offices. The Company may change such regularly scheduled five (5) consecutive daily work periods by giving at least thirty (30) days prior notice of such change. Additionally, for roving crews working four (4) day schedules, the Company may change the four (4) consecutive daily work periods between Monday and Friday for the following week when the days scheduled to work will be consecutive with interruptions involving Saturday and/or Sunday. This change will be made by providing notice before the end of the last scheduled work period in the current work week. On a temporary basis, work periods may be advanced or delayed one (1) hour for not more than two (2) days in a workweek by giving notice no later than the end of the previous work period. This advance or delay can be scheduled beyond 5:00 a.m. and 7:00 p.m. and will not result in any overtime. Except as described above, employees may be rescheduled for temporary work periods upon at least thirty-six (36) hours prior notice stating the probable duration, but except for shift work, such rescheduled work periods will be five (5) consecutive days between 5:00 a.m. and 7:00 p.m., and will not include Sunday and will be limited to that reasonably necessary to render and maintain continuous and adequate service, except as may be mutually agreed between the majority of a crew and their respective supervisor and the members of the equipment maintenance group and their respective supervisor. Employees will be paid one and one-half times the rates shown for the respective classifications in the wage schedules attached hereto as Exhibit A for all hours worked in excess of forty (40) in any regular workweek and for all hours worked in excess of eight (8) in any regular workday, except as may be mutually agreed between the majority of a crew and their respective supervisor, and the members of the equipment maintenance group and their respective supervisor. Under the 40 hour flexible workweek provision workdays will not exceed twelve (12) hours and the last workday should include a minimum of four (4) hours. Overtime rates will not be paid for hours worked in excess of eight (8) in any workday brought about by periodic changes of shifts or granting requests of individual employees; and, provided further, that overtime rates will not be paid more than once for the same hours worked. Employees may be allowed to work schedules other than eight (8) hours as specified in applicable Memoranda of Understanding.

For Construction Equipment Operators and Winch Truck Drivers permanently headquartered at the General Services Complex, the daily work periods will be scheduled between the hours of 4:00 a.m. and 7:00 p.m. These Construction Equipment Operators and Winch Truck Drivers may be rescheduled daily between the hours of 2:00 a.m. and 7:00 p.m. by giving notice prior to being released from duty.

Shift employees may elect to work rotating or nonrotating schedules, and the preferences of such employees will also be regarded, by seniority, in scheduling shifts and off days upon request to the supervisor in general charge of the operation. "Shift employees" are those employees in

Timekeeper and Materialman jobs at Construction Department Major Projects which are regularly staffed either seven (7), six (6), or five (5) days per week, regardless of the number of shifts per day scheduled for such jobs as deemed necessary by the Company.

A shift differential in addition to the rates set forth in wage schedules attached hereto as Exhibit A will be paid to shift employees who work on regular scheduled shifts or to employees rescheduled to work in jobs which are temporarily or regularly staffed seven (7), six (6), or five (5) days per week, regardless of the number of shifts per day scheduled for such jobs, and in accordance with the following:

Evening Shift-- Where the majority of the scheduled hours worked are between 3 p.m and 11 p.m., 75¢ per hour for all hours actually worked.
Effective August 15, 2009, the differential will be increased to 80¢ per hour.
Effective January 1, 2011, the differential will be increased to 85¢ per hour.

Night Shift -- Where the majority of the scheduled hours worked are between 11 p.m. and 7 a.m., 90¢ per hour for all hours actually worked.
Effective August 15, 2009, the differential will be increased to 95¢ per hour.
Effective January 1, 2011, the differential will be increased to \$1.00 per hour.

No shift differential will be paid for any time not actually worked.

(o) Employees who are instructed to report for duty before they have had eight (8) consecutive hours off duty since the end of their last scheduled work period and who so report will be paid at the overtime rate for all hours worked thereafter until they have had eight (8) consecutive hours off duty. Employees who are instructed to report for duty six (6) hours or more before their next regular scheduled starting time after they have been scheduled off a day or more will continue to be paid at the overtime rate for all time worked until they have had eight (8) consecutive hours off duty. However, in either instance at the completion of the work for which the employees so reported, the Company may at its discretion continue the employees at work or give eight (8) hours off duty and if any part of the eight (8) hours off duty falls within or overlaps into the employees' next regular scheduled work period, they will be paid for all such hours off duty within their regular scheduled work period at the straight time rate.

Employees continuing to work beyond their regular scheduled work period will be paid at the overtime rate for all hours worked thereafter until they have had eight (8) consecutive hours off duty and if any part of such eight (8) hours off duty falls within or overlaps into the employees' next regular scheduled work period, they will be paid for all such hours off duty within their regular scheduled work period at the straight time rate.

In those situations where travel time is applicable in applying the terms and conditions of the eight (8) hour rest period provision, such travel time will be considered as a portion of such rest period provision.

(p) Employees who may be temporarily incapacitated by a lost-time accident and who recover to the extent that the Company Medical Director certifies them for "light duty," or any employees who suffer or develop a temporary physical disability to the extent that they are no

longer competent to perform satisfactory work in their classification may be placed on any work which is available (including their regular job) and which they can perform without prejudice to their physical condition. Such employees will be paid at the proper rate for the classification to which they are assigned.

In the event any employees are determined by the Company Medical Director to be permanently or indefinitely physically disabled so that they can no longer satisfactorily perform their work in their classification, the Company will undertake to mutually agree with the Brotherhood upon the assignment of such employees to any classification without regard to the provisions of Article VI, paragraph (f), and such employees will be paid at the rate of the classification to which they are assigned.

In the event employees are determined by the Company Medical Director to be permanently or indefinitely physically disabled so that they can no longer satisfactorily perform their work in their classification, the employees will be given the option of exercising rights covered in Article VI, paragraph (k) of this agreement, provided there are classifications available that the employees can perform without prejudice to their condition and further provided that the employees will not be precluded from exercising other available options.

Permanently disabled employees eligible to exercise VII (p) roll rights, who elect to go on LTD when eligible, will not be eligible to exercise roll rights.

(q) On substation and line construction, headquarters location for each crew will be established within a radius of twenty-five (25) miles of available board and lodging. The General Services Complex will be the permanent headquarters for those employees who have assigned duties at that location. The Construction Equipment Maintenance Shop will be the permanent headquarters for those employees who have assigned duties at that location. Work time will start and stop at the headquarters location. It is understood that traveling time from headquarters to the job and return is based on normal, safe driving without any unnecessary loss of time or delay. When a crew is to move its headquarters location, as much notice as possible will be given.

(r) When the Company transfers an employee from a job at one location to a job at another location, the Company will pay such employee travel expense for the distance between the employee's new headquarters location and the employee's previous headquarters location, except as provided in paragraph (s-4) of this Article VII. When the transfer is made outside of regular or overtime hours, employees will also be eligible for a transfer allowance based upon the distance between the employee's new headquarters location and the employee's previous headquarters location.

If the Company provides overnight traveling accommodations, it will pay only for time spent in traveling during regularly scheduled hours on scheduled workdays or off-days just as though such time were worked. If the Company provides traveling accommodations other than by Company car or truck, it will pay for all time spent in traveling just as though such time were worked. In such cases, if employees desire to provide their own transportation or to determine their own mode, route, and time of traveling, they will make mutually satisfactory arrangements with their supervisor in advance as to the time and expense to be paid for by the Company and as to the time and place where they will report.

If traveling is by Company car or truck the Company will pay for all time spent in traveling just as though it were time worked. If in lieu of utilizing a Company car or truck, which will make the trip in any event, employees, other than the employee assigned to operate such vehicle, desire to provide their own transportation in their own vehicle, the Company will pay the travel expense, as set forth in this paragraph (r), provided there is a mutual agreement between such employees and their respective immediate supervisor. In the event it is necessary for employees, who are assigned to operate a Company vehicle, to move their personal vehicle to a new work location, the Company will pay such employee travel expense as set forth in this paragraph (r).

When the Company assigns up to two employees to work away from their regular work location for up to a maximum of two nights and the Company provides transportation to and from the temporary location and to and from reasonable meal and lodging locations, no travel expense will be due. Per diem will be paid in accordance with paragraph (s) of this Article VII based upon the daily work location, unless mutually satisfactory arrangements are made in advance with the Supervisor for Company-provided transportation home; in which case, no per diem will be due.

Employees who are instructed by management to pack clothes on their own time for emergency work and who report to work so prepared, and whose instructions to travel are cancelled, will be paid one-hour overtime for the time spent packing.

(s) Power Delivery Construction and Fleet Services employees who are not permanently headquartered will be paid per diem and other expenses as set out below, it being understood that employees who are receiving a per diem or expense allowance as provided in subparagraphs 2 and 3 of this paragraph (s) will not be entitled to extra expense provisions outlined in paragraph (t) of this Article VII. However, when these employees are headquartered outside of the State of Alabama, the Company will review, on a case-by-case basis, whether actual expenses are appropriate. The Company agrees to initiate the use of United States Geological Survey (USGS) maps for determining the appropriate per diem payment for Construction Department employees. Other mapping services may be used if mutually agreed upon by the Company and the Union.

1. If employees live beyond twenty-five (25) **road** miles, but less than forty-five (45) **road** miles from their headquarters as described in paragraph (q), they will receive a per diem of **\$16.00** for days or parts of days worked. [If on a regularly scheduled workday such employees incur extra expenses, as described in Article VII, paragraph (t), such employees may receive either (but not both) the applicable per diem payment or the extra expenses for which they are eligible on that day, whichever is greater.]
2. If employees live beyond forty-five (45) **road** miles from their headquarters as described in paragraph (q), they will receive per diem for days or parts of days worked as follows:
 - (A) Employees who commute to the work location will receive a per diem of **\$33.00**.
 - (B) Employees who lodge overnight near the work sites will receive a per diem of **\$74.00**.

- (C) Employees receiving a per diem under this Article VII, paragraph (s-2-B) will qualify for an additional **\$10.00** motel allowance when working alone or unable to share lodging with others.

A per diem day will include early starts up to 3 hours in advance of the regular starting time. If employees incur lodging expense due to this early start, the Company will reimburse employees per diem as described in paragraph (s-2) of Article VII for the previous day. If employees do not incur lodging expense due to this early start, the Company will reimburse the employees \$6.25 expense allowance for the previous day if it is an off-day. Only one per diem will be paid for this previous day.

- 3. Employees who are scheduled to work a six (6) day schedule are eligible to receive a per diem allowance for the scheduled off day in the amount(s) specified under this Article VII, paragraph(s) (s-2-B and s-2-C) if the employees lodge overnight near the work site on their scheduled off-day when the distance to return home is not practical.
- 4. If while employees are on vacation, sick leave, or other excused absence, the location of their headquarters is changed, and the employees are notified of such change prior to their return, they will receive travel expense for the distance between their new headquarters and their old headquarters location as provided in paragraph (r) of this Article VII. If the employees are not advised of the change prior to their return and report to their old location, they will receive travel time and travel expense from the old location to the new location.
- 5. If employees so elect, instead of paying per diem as described above, the Company will pay their moving expenses to their new place of residence; provided such new residence is located within a twenty-five (25) mile radius of such employee's new headquarters.

Relative to the movement of mobile homes as provided in this paragraph of the basic Memorandum of Understanding between the parties, the Company agrees to apply the terms and conditions of this paragraph, to include certain expenses incurred as a result of moving mobile homes. Such expenses will be limited to escorts required for mobile homes fourteen (14) feet in width or wider; disconnecting of utilities; taping of windows as necessary; and other preparations necessary to secure the internal portion of the mobile home for movement.

In addition to the expenses normally reimbursed for the movement of a mobile home under this paragraph, the Company will agree to pay the expenses associated with the movement of a heat pump(s) and/or a central air-conditioning unit(s).

The per diem will be reviewed annually, discussed with the Brotherhood, and may be adjusted as the facts indicate.

(t) When employees are required to incur any extra expense by reason of being required by the Company to work before, after, or in excess of their scheduled hours of work in any day, such reasonable and necessary extra expense will be defrayed by the Company.

Meals will be provided or paid for as set forth in Exhibit E, entitled Procedures Relating to Providing or Paying for Meals.

Travel expense will be paid for as set forth in Exhibit D entitled Memorandum of Agreement-- Procedures Related to Travel Expenses Associated with Recall Work, Prearranged Work, and Transfer.

(u) Work in rain, sleet or snow will be held to such minimum as is reasonably necessary for the protection and preservation of the property of the Company and for the rendition of safe, economical and satisfactory service to the public. It is understood that routine work, excluding performing work on energized lines or equipment, will be performed during periods of light rain.

(v) Along with their paycheck for each pay period the Company will furnish to all employees a statement showing the number of hours for which they are paid at straight time rates, the number of hours for which they are paid at overtime rates, and the number of hours worked in substitution during the payroll period covered by such paycheck; together with the respective rates of pay.

(w) In each line and substation crew the ratio of apprentices to journeymen will not exceed one (1) apprentice to each two (2) journeymen.

(x) Employees who are required to work outside in the rain will be furnished raincoats or rain suits (as agreed on locally) and rain hats. Employees required to work in water will be furnished rubber boots. The Company will endeavor to provide a reasonable assortment of sizes of such equipment. Such equipment will remain the property of the Company, will not be devoted to personal use and will be turned in when not actually required. If any employees desire such individual equipment for their own use, upon written request, the Company will supply it at thirty per cent (30%) of the cost to the Company (including cost of handling); but in that event such equipment will be kept readily available by the employees to satisfy the requirements of this paragraph. The Company will also make replacements of such individual equipment at thirty per cent (30%) of cost at reasonable intervals.

The Company will make aprons available to employees required to handle storage batteries at substations and plants.

(y) In the event a report of commendation or a disciplinary notice summary letter is placed in the personnel file of an employee, a copy of the document will be furnished such employee.

In case a disciplinary notice is given, the employee concerned will be given a letter summarizing the discussion. If the employee chooses, a representative from the brotherhood may be present at the time of such discussion. If the employee thinks unfair treatment is given, a grievance may be initiated and such discussion, by mutual agreement, may be considered the first step for the grievance procedure. The letter summarizing a disciplinary notice will not be made a part of the official files of the Company until the outcome of the grievance has been determined.

(z) **Utility assistants transmission** must be able to do unskilled work in connection with line and substation jobs as such; and must display aptitude for their work and ability to acquire the necessary skill to qualify for promotion.

Both parties agree that the **utility assistant transmission** classification is a feeder classification to the journeyman classification. As such, **utility assistants transmission** will be provided opportunities to learn and develop their skills necessary to advance to higher classifications while working with employees in higher classifications. Additionally, **utility assistants transmission** will be expected to hone these skills while working in the **utility assistant transmission** classification performing work not requiring climbing. They may climb to learn how to climb and become comfortable while aloft when work situations will allow. When **utility assistants transmission** climb and perform work, they will be upgraded to the apprentice classification. It is understood by both parties that the intent of this provision is to accelerate the development and progress of employees to higher classifications and to perform work more efficiently.

(aa) Where it is necessary for employees to work on energized lines or equipment in excess of 600 volts, there will be at least two (2) journeymen on the job unless in extreme emergency involving immediate hazard to life or property. When it is necessary to work on lines of 4,000 volts or over during storms, the section to be worked on will be deenergized and isolated by opening any switches available for this purpose and will be temporarily grounded, and work will not proceed until safety precautions customary under the circumstances have been taken.

(bb) Apprentices in line or substation crews will have worked on energized lines or equipment in excess of 600 volts before being promoted to the classification of journeyman. Apprentice linemen must be able to climb and work on standing poles within thirty (30) days after being so classified or else be demoted.

During the first year of apprenticeship, apprentices engaged in line and substation work will work under the direct supervision of journeymen or other employees of higher classification. Apprentices will not work on energized lines or equipment unless accompanied by a journeyman or crew leader except that after the first year of apprenticeship they may work on lines or equipment of less than 600 volts under the general supervision of a journeyman or other employee of higher classification.

An employee must be in the Apprentice classification for a minimum of one (1) year to be eligible for advancement to journeyman or for full substitution as a journeyman. The employee must be qualified through CK&S prior to advancement or for full substitution. Limited substitution may be made based on the employee's ability to safely perform the work at hand. Limited substitution will not deem an employee to be qualified for full substitution nor for advancement.

An employee holding the Apprentice classification may take the appropriate journeyman CK&S written and skills tests on a "request" basis prior to the end of the one year outlined above. If the employee passes these tests, he will be "prequalified" for the journeyman classification; however, he may not be fully substituted nor awarded a journeyman job until the passage of one year as outlined above.

An employee holding the Apprentice classification may not take the CK&S tests for journeyman on a "demand" basis until he has satisfied the one year requirement outlined above.

(cc) Truck drivers will be in charge of and responsible for their trucks under the direction of their respective supervisors, and when not so engaged will work as **utility assistants transmission**

or apprentices. In the absence of a truck driver, the foreman will assign some member of the crew to operate the truck and be responsible for same, except as may be required in emergencies or the absence of a qualified person. If drivers of trucks are required to report before the beginning, or to work after the end of the regular workday for their respective crews, they will be paid for such excess time at their respective rates of pay and such time will be taken into account in computing overtime.

The duties of the Construction Equipment Operator (CEO) classification will include all the duties of the Winch Truck Driver (Line Group) plus the operation of crawler cranes and cranes of 35 tons capacity or greater. Employees holding the classification will also be proficient at loading, securing, hauling, and unloading miscellaneous units of equipment. See Exhibit B 1992 item 7 for additional requirements of the CEO & Winch Truck Driver classifications.

(dd) If employees who are instructed to climb a steel radio tower over 100 feet in height believe that due to their physical or mental limitations or their lack of skill they cannot perform the job safely and so inform their supervisor, they will not be required to climb such tower.

(ee) So far as may be practicable and consistent with the efficient performance of work to be done, the Company will distribute overtime work equitably among employees of the same classification in the same crew over reasonable periods of time. Records showing the distribution of overtime will be made available for inspection by posting on bulletin boards at crew headquarters or reporting places. Such lists of overtime work will be posted at four (4) week intervals showing the accumulated overtime worked from the beginning of each year.

In consideration of differences in work locations, overtime issues will be handled by mutual local agreements. Once established these local agreements will serve as the definition of "equitable" distribution of overtime and will outline the policy to be followed in each local area. These agreements will address as a minimum the following interests:

- on call arrangements such as A&B lists, crew on call, etc.
- the need for timely response, particularly on a holiday and weekends
- consequences clearly stated for either party not adhering to agreement
- a sunset provision

Should no mutual agreement be reached the existing overtime procedures will be utilized.

In keeping with the special situations associated with the construction of major Line and Substation projects, it is frequently necessary to supplement work groups on off days to meet critical schedules to serve our customers in a timely manner. The overtime associated with supplementing this work activity may be offered on a voluntary basis to employees in the required classifications who are not required to work overtime on their current work assignments. Per diem will be paid based on the volunteer work location vs. the employee's home. No travel time or mileage expense will be due employees volunteering. Work will begin and stop at the work site.

(ff) When employees are offered a promotion by the Company and for any reason fail to accept it, such failure will not affect their seniority or status.

(gg) Any employee who is called for work while off duty will be given as much notice as possible.

(hh) When the Company requires any employee to have a telephone, it will notify such employee in writing of this requirement. In such case, the Company will pay the telephone bill of the employee (except personal long distance charges) until the requirement is canceled in writing. No employee's telephone number will be listed under the Company's name in the telephone directory.

(ii) Where it is practicable to do so, any employees who are unable to report for work will send word to or notify their respective supervisor or foreman of such inability and its probable duration. Such notice will be given as much in advance of the starting time of their shift as may be possible. Repeated failure to report for work without giving such notice or without good and sufficient reason will be grounds for disciplinary action or discharge.

(jj) Both parties agree that Journeymen and Crew Leader classifications are leadership positions; as such, they will be expected to display initiative, provide guidance, make decisions, train other employees, and coordinate work activities of employees in their work group. In addition, Crew Leaders are expected to be in charge of multiple work groups and to provide overall coordination between work groups and other crews.

(kk) The following is the Company's new Tool Policy in its entirety: The Company will pay to eligible employees 70% of the reasonable receipt for approved personal tool purchases. Employees will be furnished a list of tools authorized to be purchased based on their classification.

When an employee is awarded a permanent job, the employee will be responsible for purchasing, within a reasonable time frame, the tools necessary for that classification. During work schedules, the employee must have these tools available for use at the work site. Prior management approval is necessary to purchase authorized or approved tools.

Tools, except for specialty tools stocked by the Company, will be acquired by the employee through direct purchase from outside vendors. The employee will be responsible to ensure purchased tools meet current ANSI Standards. Reimbursements will be made through the expense account procedure with reimbursement on the employee's paycheck.

Employees will be responsible for replacing tools under warranty. The Company will not replace tools which are not under warranty when the tool is available in a brand that is under warranty. However, worn or broken tools acquired prior to **September 14, 2004**, may be replaced on a case by case basis. Broken or worn tools which are not available with a warranty may be replaced at the 70/30 split.

Lost or stolen tools may be replaced at the Company's expense on a case-by-case basis.

Employees will have ownership of personal tools and will be responsible for the maintenance and upkeep of these tools.

ARTICLE VIII

GRIEVANCES

(a) The Company agrees to meet and treat with the duly accredited officers and committees that are elected or selected by the Brotherhood upon all questions and grievances that may arise between the parties hereto during the life of this agreement. Every effort will be made by the parties hereto to settle disputes promptly and at the locations where they arise. A local Union/Company committee will be formed as needed to discuss disputes for resolution using the mutual gains process before a formal grievance is filed. It being the desire of the parties to settle grievances promptly, the Brotherhood will endeavor to provide the available information as to date of occurrence, facts and circumstances giving rise to the grievance, contract provisions allegedly violated, employees involved, and remedy sought. Such information will be furnished to the Company prior to the first step of the grievance procedure, but may be amended prior to any subsequent step of the grievance procedure as may be necessary to reflect new information. It is understood, however, that failure to provide such information as set forth above, will not prejudice the position of the Brotherhood in any grievance.

As necessary for settlement, grievances will be reduced to writing and handled in the following successive steps:

Step 1. Between the aggrieved employee and/or representatives of the Brotherhood acting in the employee's behalf, and the employee's supervisor and the general supervisor (or his designee) in charge of the operation in which the grievance arose, together with the appropriate Human Resources representative.

Step 2. Between the aggrieved employee and/or representatives of the Brotherhood acting in the employee's behalf, and the Manager-Labor Relations together with the Vice President in charge of the operation in which the grievance arose or their designated representatives.

In the event any grievance is not settled by any of the preceding steps of the grievance procedure, it may be submitted to arbitration. The Brotherhood will have a maximum of ninety (90) days from the date of the Company's written decision in the final step in which to give written notice to the Company that a grievance is not satisfactorily settled and that the Brotherhood desires to submit the grievance to arbitration as provided in Article IX of this agreement.

The Company's decision will be reduced to writing and a copy furnished to the Brotherhood as soon as possible after the conclusion of each grievance step.

If a stenographic report is made of the proceedings of any such meeting by the Company or the Brotherhood, a typewritten copy will be furnished to the other party within five (5) days.

(b) It being the desire of the parties hereto to settle grievances promptly, it is agreed that no grievance will be considered unless it is brought to the attention of the Company as a grievance in the manner provided for herein within thirty (30) days of the occurrence of the facts giving rise to the same. It is further agreed that a maximum of twenty-one (21) days will be allowed from the time of receipt of such notice that a grievance exists until such grievance will be handled as provided in Step 1 of this Article VIII, paragraph (a).

Upon completion of Step 1 as provided in this Article VIII, paragraph (a), the Brotherhood will have a maximum of twenty-one (21) days from the date of the Company's written decision in which to give notice to the Company that such grievance is not satisfactorily settled, and that the Brotherhood desires to proceed to the next higher step as provided in this Article VIII, paragraph (a); the Company will have ten (10) to complete such step.

Failure to comply with the time limits as set forth above will serve to terminate the grievance, and such grievance, if terminated, cannot be brought up the second time. However, should the Company fail to comply with such time limits as set forth above, the grievance may be moved to the next succeeding step. Notwithstanding the provisions of this Article VIII, paragraph (b), time limits as specified herein may be extended by mutual agreement.

(c) Employees who have been suspended or discharged will have the right to have their case taken up as a grievance by the officers or committees of the Brotherhood with the duly accredited officers of the Company; and in such cases where it is found that such employees who have been suspended or discharged were unjustly suspended or discharged, they will be reinstated to their former position and paid the wages to which they would have been entitled had they continued in the Company's employment during the period of suspension or discharge.

(d) Disagreements with respect to Workers' Compensation and similar issues which are also controlled by Local, State or Federal Laws, are not subject to the grievance process. If for whatever reason a Workers' Compensation claim which was initially disallowed is later accepted, the following will apply:

- a. All employee benefits will be fully restored.
- b. The Company will not request any reimbursement from the employee for the difference between what the employee was paid and Workers' Compensation.

(e) The Company will pay reasonable travel expenses for Company employees involved in the grievance process.

ARTICLE IX

ARBITRATION

In case of a dispute concerning the interpretation of any of the provisions of this agreement that cannot be settled by the Company and local representatives of the Brotherhood, they will refer the dispute to a board of arbitrators composed of three (3) members. Each of the parties hereto will select one (1) member of this board, and the third member will be selected jointly by the parties

through the American Arbitration Association, Federal Mediation and Conciliation Service (FMCS), or any other like organization approved by mutual agreement of the parties to provide this service. If the parties cannot mutually agree on FMCS or another like organization, the American Arbitration Association will be the default provider. The parties will have ten (10) working days from the receipt of any valid panel provided by the approved service to identify their selections for the third member. In the event the two (2) members of the board of arbitration fail to select a third member, the parties will jointly request the provider to appoint a third member. Both parties will be bound by such appointment. In the event one of the parties refuses or fails to join in such request, the party in default will forfeit its case. The decision of any two (2) members of the board in agreement on the matter in dispute will be binding on both parties hereto. When the dispute involves interpretation of wage schedules, any decision rendered will be retroactive to the date on which the dispute originated. Each of the parties hereto will pay the compensation and expense of the member of the board appointed by it; and the expense, and also the compensation, of the third member of the board will be borne equally by the parties hereto.

The board of arbitration will be governed wholly by the terms of this agreement and will have no power to add to or change its terms.

ARTICLE X

NO STRIKES OR LOCKOUTS

In view of the grievance and arbitration provisions of this agreement, the Brotherhood agrees that during the term hereof it will not authorize, instigate, support or encourage any strike, slowdown, or other concerted cessation or delay of work by employees, and the Company agrees that during such term there will be no lockout of employees. The Brotherhood will not be liable to the Company on account of any strike, slowdown, or other concerted cessation or delay of work by employees not authorized, instigated, or encouraged by it and participation by any employee in any such strike, slowdown, or other concerted cessation or delay of work by employees will constitute grounds for immediate discharge.

ARTICLE XI

SAFETY

(a) Both parties agree to cooperate in promoting safety.

(b) It will be the duty of supervisors to see that a sufficient number of experienced workers, equipped with the customary safety devices necessary for the safe performance of the job, are available for any work which is undertaken.

(c) Journeymen must be thoroughly experienced and skilled in safely handling all phases of the work on which they are employed with only general supervision. No work on hot lines or hot equipment will be done except by or under the direct supervision of a journeyman or employee of higher rating.

In no case will an employee with less than one (1) year (singular or combined) experience as an apprentice and/or journeyman be awarded a journeyman job.

(d) Violation of safety rules of the Company will be deemed sufficient reason for disciplinary action or discharge of offending employees.

(e) Whenever an investigating committee is appointed by the Company to investigate an accident affecting employees it will include at least two (2) members of the Local Union affected familiar with the line of work in which the accident occurred, to be selected from an adequate list supplied by the Brotherhood. The Company agrees to investigate promptly accidents involving employees upon written request from the Brotherhood.

(f) In emergencies all employees are expected to perform to the best of their ability consistent with safety; but employees not working under direct supervision will request additional competent assistance when confronted by work which would be dangerous for them to undertake by themselves.

ARTICLE XII

EMPLOYEE TRAINING

Students and junior engineers who are used on the job to perform various items of construction for training purposes will be exempt from the provisions of this agreement; however, their employment will not affect the status of employees covered by this agreement.

Recognizing the need for training employees for advancement to certain classifications and the improvement in skill of certain other employees in classifications they already hold, discussions will be held between representatives of the Company and the Brotherhood in an effort to develop plans for such training.

Employees may be temporarily reassigned for training purposes for up to 180 day periods.

ARTICLE XIII

POSTING RULES

(a) The rules in regard to hours and working conditions as set forth herein will be posted at convenient places on the job, and the rules so posted will be observed until changed as provided for in this agreement.

(b) The Brotherhood will be permitted to use space on any available bulletin boards of the Company at locations where members of the Brotherhood are employed, under the terms of this agreement, for posting official notices of the Brotherhood to its membership.

(c) The Company will post on each field crew bulletin board a copy of the current agreement and a copy of any mutually agreed upon interpretations, hereof, which has been put into writing and signed by a duly authorized representative of each party. The Brotherhood may post other pertinent information by mutual agreement. The Company does not guarantee against loss of any posted material.

ARTICLE XIV

WAGES AND CLASSIFICATIONS

Wages and salaries to be paid the various classifications of employees will be at the rate set forth in wage schedules attached hereto as Exhibit A of this agreement. All employees will be paid on an hourly basis.

ARTICLE XV

SPECIAL RULES – GENERAL SHOPS, REGIONAL AND ROVING CREWS

(a) All covered employees in the General Shops, Construction, Transmission Line maintenance, Substation maintenance, Supply Chain and Equipment Maintenance personnel in the Fleet Services Department will work under the Power Delivery Transmission Agreement. Exceptions to the general Agreement are outlined in this Article.

(b) The General Services Complex will be the permanent headquarters for General Shops and Supply Chain personnel.

(c) Each regional line and regional substation crew will have a definitely assigned headquarters. Such headquarters will also be the employees' usual reporting place; provided, however, that this provision will not require employees to report to such assigned headquarters if instructed by their supervisor to proceed to discharge their duties without reporting to such headquarters. Employees will not be permanently transferred from one such assigned headquarters to another except through the operation of the provisions for filling vacancies or new jobs provided for in Article VI hereof. The first sentence of this paragraph will not be construed to require employees to report each date to their assigned headquarters if in the normal performance of their duties such reporting is not necessary, unless the employees are instructed to report to such headquarters by their respective supervisor.

Where employees are required to report or quit at some headquarters or reporting place, the Company will pay for time spent in traveling between the job and such headquarters or reporting place, plus any time spent working at such headquarters or reporting place.

(d) When regional crew personnel, Supply Chain or General Shop's personnel are required by the Company to work temporarily at some location other than the place where they regularly work, the Company will pay any reasonable and necessary traveling and living expenses required by such temporary employment.

1. If the Company provides overnight traveling accommodations, it will pay only for time spent in traveling during regularly scheduled hours on scheduled workdays or off-days just as though such time were worked. If the Company provides traveling accommodations other than by Company car or truck, it will pay for all time spent in traveling just as though such time were worked. In such cases, if employees desire to provide their own transportation or to determine their own mode, route, and time of traveling to and from such temporary employment, they will make mutually satisfactory arrangements with their respective supervisor in advance as to the time and expense to be paid for by the Company and as to the time and place where they will report.
2. If traveling is by Company car or truck the Company will pay for all time spent traveling just as though it were time worked. If in lieu of utilizing a Company car or truck, which will make the trip in any event, employees desire to provide their own transportation, they will pay their own transportation expense but will receive time as if they had traveled by such Company car or truck.
3. In the event employees, who are working temporarily at some location other than the place where they regularly work and who would normally have their room and board paid for at the temporary location as provided for in the first sentence of this paragraph (d), choose to return to their home after each day's work, the Company will provide their evening and morning meals at the temporary location and at the option of the employee the Company will allow such employees for traveling or transportation expenses the amount that would otherwise be paid by the Company for the employees' lodging.

(e) When employees on regional crews, in Supply Chain or at the General Shops are required to incur any extra expense by reason of being required by the Company to work before, after, or in excess of their scheduled hours of work in any day, such reasonable and necessary extra expense will be defrayed by the Company.

Meals will be provided or paid for as set forth in Exhibit E, entitled Procedures Relating to Providing or Paying for Meals.

Travel expense will be paid for as set forth in Exhibit F, entitled Memorandum of Agreement--Payment for Travel Expense for Employees Required to Work Overtime.

(f) When employees in a regional crew are transferred and raised from a classification to a higher classification or if employees are transferred permanently from one location to another by the Company without application or request from the employees, the Company will pay their moving expense to the new place of residence in the general vicinity of their new location. Employees who are transferred to another location in their unit to avoid being laid off, will pay their own moving expenses.

Relative to the movement of mobile homes, the Company agrees to apply the terms and conditions of this paragraph to include certain expenses incurred as a result of moving mobile homes. Such expenses will be limited to escorts for mobile homes fourteen (14) feet in width or wider; disconnecting of utilities; taping of windows as necessary; and other preparations necessary to secure the internal portion of the mobile home for movement.

In addition to the expenses normally reimbursed for the movement of a mobile home under this paragraph, the Company will agree to pay the expenses associated with the movement of a heat pump(s) and/or a central air conditioning unit(s).

(g) Remote site job reporting for regional crews will continue to be utilized with the provisions set forth below:

Designate all crews or crew units of two or more employees--no job posting.

1. Employees will have permanently assigned headquarters.
Crews or units of two or more employees may report to different work locations/headquarters within 30 road miles of their permanent headquarters. Employees will be paid excess mileage when traveling farther than their normal commute.
2. Minimum of 36-hour notice will be given to change a reporting location within the 30 road miles except when the change is from the remote site to their permanently assigned crew headquarters. This return notification will be done prior to the end of the previous workday.
3. When reporting in excess of 30 road miles the employee will be reimbursed for the equivalent of the excess travel time, to be accrued on a weekly basis, along with the corresponding excess mileage, provided the new reporting location requires the employees to exceed their normal daily commute.
4. Paragraph (d) of this Article XV, or any other provision of the contract dealing with travel time or expenses will not add to or limit the application of remote site job reporting procedures.

(h) For General Shops, Supply Chain and regional crew personnel, when employees are recalled for work and report for duty after a regular work period or on one of their regular off days, they will be paid for actual time spent working or standing by, plus an additional amount equal to their overtime rate of pay for one hour for the inconvenience involved in such recall, but in no event will they receive less than two (2) hours pay at their overtime rate.

Employees who are provided Company vehicles for the purpose of such recalls and respond to the recalls from their homes, will not be eligible for the one hour at the overtime rate to compensate for the inconvenience of the recall. Such employees will be paid for the actual time spent working or standing by but in no event will they receive less than two (2) hours pay at their overtime rate.

When employees are recalled for work and report for duty while they are off duty during their regular scheduled lunch period, they will receive overtime pay for the actual time worked at a

minimum of one-half (½) hour up to the length of their scheduled lunch period and will be allowed adequate time to complete eating their meal.

When employees are required to report for work on a scheduled workday after having been released on one of their scheduled workdays and were notified to this effect before the end of their last scheduled work period, they will be paid the equivalent of three (3) hours at the overtime rate or the actual hours worked, whichever is greater, except as set out below.

When employees are required to report in advance of the normal starting time on one of their scheduled days of work, and were notified to this effect before the end of their previous scheduled workday, they will be paid at their overtime rate for all time worked prior to their normal starting time.

When employees are required to report for work on one of their off-days and were notified to this effect before the end of their last previous scheduled work period or in the event a prearranged overtime assignment begins on a regular work day and extends into an off-day or begins on an off-day and extends into another off-day, they will be paid the equivalent of four (4) hours at the overtime rate or the actual hours worked, whichever is greater. A regular off-day will consist of twenty-four (24) consecutive hours commencing with the end of the preceding regular work day [as defined in paragraph (m), Article VII] or a preceding regular off-day.

(i) All employees in regional crews, Supply Chain or at the General Shops will be scheduled to work as per Article VII (n) except that the five (5) daily work periods will be scheduled either Monday through Friday or Saturday through Friday. Sunday and Monday off-days will be consecutive except in the case of periodic changes of shifts or when daily work periods are changed by giving at least thirty (30) days notice as provided for in this Article VII paragraph (n).

(j) Whenever an employee is promoted or transferred into a regional crew position, such employee will, within six (6) months of the promotion or transfer, relocate to a residence not more than a **forty-five (45)** mile radius from the employee's headquarters unless the employee presently meets such qualification. Failure to meet this requirement will subject the employee to removal from the classification under the conditions of Article VI, paragraph (m), of this agreement.

(All existing Division seniority unit personnel as of August 15, 1998 will be grandfathered while working within their present Division seniority unit. Also, existing roving crew personnel who live within the Division boundaries as of August 15, 1998 will be grandfathered from this provision for consideration for the regional crew headquartered within that Division).

(k) The permanent transfer clause under Article VI (b) of this agreement will not apply to the regional crews, Supply Chain and General Shops personnel.

(l) Posting, awarding, accepting and, declining rules will be covered by the PDT agreement, Article VI (f). Article VI (f) will include posting and selection within ten (10) days each and accepting or declining within five (5) days.

(m) PDT regional jobs will be posted for first preference award consideration within both the respective seniority unit where the crew headquarters is located and within PDT.

(n) Employees in the various seniority units covered by this agreement will remain in their seniority units unless changed by a job award.

(o) The following rules pertain to job awards, bidding, seniority, and roll rights.

1. The following make application for vacancies posted in roving Transmission Line Crews and be considered equally on the basis of seniority and competency.
 - (A) All PDT regional Transmission Line crew members
 - (B) All PDT roving Transmission Line crew members
2. The following may make application for vacancies posted in roving Substation Crews and be considered equally on the basis of seniority and competency.
 - (A) All PDT regional Substation crew members
 - (B) All PDT roving Substation crew members
3. The following may make application for vacancies posted in regional Transmission Line Crews and be considered equally on the basis of seniority and competency.
 - (A) All PDT roving Transmission Line crew members
 - (B) All PDT regional Transmission Line crew members
 - (C) All members of the respective Division seniority unit where the crew headquarters is located
4. The following may make application for vacancies posted in regional Substation Crews and be considered equally on the basis of seniority and competency.
 - (A) All PDT roving Substation crew members
 - (B) All PDT regional Substation crew members
 - (C) All members of the respective Division seniority unit where the crew headquarters is located
5. Division employees awarded jobs in PDT regional crews will remain within their respective division seniority units.
6. PDT regional crew members awarded jobs posted under the D&S Agreement within their respective seniority units will remain within their seniority unit.
7. PDT Regional crew members awarded jobs within other regional crews covered by another seniority unit will become members of the PDT Lines or PDT Substation seniority unit as applicable.
8. PDT Regional crew members awarded jobs within roving crews will become members of the PDT Lines or PDT Substation seniority unit as applicable.
9. Rolls due to a reduction in forces or due to incompetency will be handled as follows:
 - (A) Article V (k) & Article V (i) of the D&S Memorandum of Agreement for Regional crew members in Division seniority units.

(B) Article VI (l) & Article VI (m) of the PDT Memorandum of Agreement for Regional and Roving crew members in PDT seniority units.

10. Crew members covered by the D&S seniority units can not roll or be rolled by crew members covered by PDT seniority units.

11. Crew members covered by PDT seniority units can not roll or be rolled by crew members covered by the D&S seniority units

IN WITNESS WHEREOF, the Company and the Brotherhood have each caused these present to be executed in their respective names and on their respective behalves by their proper officers thereunto duly authorized, as of the day and year first above written.

ALABAMA POWER COMPANY

By **Steve R. Spencer**

Executive Vice President

Approved For:

ALABAMA POWER COMPANY

Charles D. McCrary

President & Chief Executive Officer

Attest:

William E. Zales, Jr.

Vice President, Secretary & Assistant Treasurer

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

Local Union No. 345, Mobile, Alabama
By **George T. Hunt, Jr.**

Local Union No. 833, Jasper, Alabama
By Mike Christopher

Local Union No. 904, Tallassee, Alabama
By **James D. Taylor**

Local Union No. 391, Gadsden, Alabama
By Alan R. Wagnon

Local Union No. 801, Montgomery, Alabama
By Keith C. Williams

Local Union No. 841, Birmingham, Alabama
By **Casey Shelton**

Local Union No. 1053, Demopolis, Alabama
By **Frank Hurns**

Local Union No. 796, Dothan, Alabama
By **David J. Cole**

Local Union No. 2077, Wilsonville, Alabama
By Roy Green, Jr.

Approved For:
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
Edwin D. Hill

International President

Attest:

William E. Frederick

Business Manager, System Council U-19

EXHIBIT A (2009)

POWER DELIVERY

TRANSMISSION AGREEMENT

HOURLY RATE SCHEDULES

August 15 ,2009 - August 14, 2010

EXHIBIT A (2009) POWER DELIVERY TRANSMISSION AGREEMENT

Hourly Rate Schedules for period August 15, 2009 - August 14, 2010

Power Delivery Transmission, General Shops, Supply Chain, and Equipment Maintenance Personnel in the Fleet Services

Job No.	Classification	Minimum to Maximum				
LINE GROUP						
004102	Crew Leader	\$29.862	\$	\$	\$	\$
008309	Lineman Trans	28.388	28.479	28.523	28.661	
005668	Equipment Oper Trans	28.050	28.189	28.341		
004169	Timekpr & Matlman-A	27.256	27.426	27.641	27.853	
004107	Const Equip Operator	26.294	26.815	27.317	27.808	
004141	Winch Truck Driver	23.289	23.473	23.655	23.869	
008310	Appr Lineman Trans	22.093	22.183	22.612	23.009	23.437
004170	Timekpr & Matlman-B	21.833	21.984	22.231	22.411	
007797	Utility Assistant – Trans	12.910	13.324	13.736	14.164	14.561
		14.927	15.202	15.400	15.858	16.085
		16.333	16.638	17.035	17.645	18.473
		18.790				

Job No.	Classification	Minimum to Maximum				
SUBSTATION AND MISCELLANEOUS						
006726	Crew Leader-Substation	\$30.336	\$	\$	\$	\$
005932	E&W Journeyman	28.785	28.950	29.135	29.227	
004136	Electrician-Constr	28.311	28.479	28.661	28.753	
004135	Switchboard Wireman	28.281	28.479	28.602	28.753	
004169	Timekpr & Matlman-A	27.256	27.426	27.641	27.853	
004141	Winch Truck Driver	23.289	23.473	23.655	23.869	
005933	E&W Apprentice	22.093	22.183	22.612	23.009	23.437
004170	Timekpr & Matlman-B	21.833	21.984	22.231	22.411	
007797	Utility Assistant - Trans	12.910	13.324	13.736	14.164	14.561
		14.927	15.202	15.400	15.858	16.085
		16.333	16.638	17.035	17.645	18.473
		18.790				

Job No.	Classification	Minimum to Maximum				
EQUIPMENT MAINTENANCE						
008305	Subforeman Util Fleet	\$29.763	\$29.853	\$29.901	\$	\$
008306	Utility Fleet Tech I	28.388	28.479	28.523	28.661	
004169	Timekpr & Matlman-A	27.256	27.426	27.641	27.853	
008307	Utility Fleet Tech II	24.229	24.962	25.698	26.430	27.166
004141	Winch Truck Driver	23.289	23.473	23.655	23.869	
004160	Appr Auto Mech-Constr	22.062	22.183	22.231	22.336	22.384
		22.488				
004170	Timekpr & Matlman-B	21.833	21.984	22.231	22.411	
007797	Utility Assistant - Trans	12.910	13.324	13.736	14.164	14.561
		14.927	15.202	15.400	15.858	16.085
		16.333	16.638	17.035	17.645	18.473
		18.790				

Job No.	Classification	Minimum to Maximum				
GENERAL SHOPS						
004096	Subforeman-Shops	\$29.763	\$29.853	\$29.901	\$	\$
004120	Mechanic-Shops	28.385	28.434	28.553	28.661	
004151	Apprentice-Shops	22.352	22.456	22.522	22.625	22.703
007780	Utility Assistant	14.144	14.528	14.959	15.170	15.400
		15.858	16.085	16.303	16.638	17.050
		17.662	18.425			

Job No.	Classification	Minimum to Maximum				
SUPPLY CHAIN						
007072	Warehouseman-Shops	\$27.743	\$27.789	\$27.822	\$27.853	\$27.885
		27.961				
004168	Materialman	26.080	26.276	26.510	26.568	26.661
		26.751				
008658	Utility Assistant-Supply Chain	\$14.144	\$14.528	\$14.959	\$15.170	\$16.263
		16.645	17.083	17.520	18.612	19.050
		19.486	20.579			

EXHIBIT A (2009) continued

NOTES

- (1) Journeyman, etc. - Other Crafts (Temporary on specific jobs) Local Rates.
- (2) Progress through range of rates for any classification will be granted at six (6) month intervals in the event of satisfactory progress.
- (3) When an employee transfers into a classification with scheduled range of rates overlapping the immediately prior classification, increases in the new classification as provided in (2) above will be on the same scheduled dates as established in the prior classification.
- (7) When Utility Fleet Technician I or Subforeman-Utility Fleet voluntarily complete and maintain certain Master Level certification requirements they will be paid an additional seventy-five (75¢) cents per hour.

EXHIBIT A (2010)

**POWER DELIVERY
TRANSMISSION AGREEMENT
HOURLY RATE SCHEDULES
August 15, 2010 - August 14, 2011**

EXHIBIT A (2010) POWER DELIVERY TRANSMISSION AGREEMENT

Hourly Rate Schedules for period August 15, 2010 - August 14, 2011

Power Delivery Transmission, General Shops, Supply Chain, and Equipment Maintenance Personnel in the Fleet Services

Job No.	Classification	Minimum to Maximum				
LINE GROUP						
004102	Crew Leader	\$30.459	\$	\$	\$	\$
008309	Lineman Trans	28.955	29.049	29.094	29.234	
005668	Equipment Oper Trans	28.611	28.752	28.908		
004169	Timekpr & Matlman-A	27.802	27.974	28.194	28.410	
004107	Const Equip Operator	26.819	27.351	27.863	28.364	
004141	Winch Truck Driver	23.754	23.943	24.128	24.346	
008310	Appr Lineman Trans	22.535	22.627	23.065	23.469	23.905
004170	Timekpr & Matlman-B	22.270	22.424	22.676	22.860	
007797	Utility Assistant -Trans	13.168	13.591	14.011	14.447	14.852
		15.225	15.506	15.708	16.175	16.407
		16.660	16.971	17.376	17.998	18.843
		19.166				

Job No.	Classification	Minimum to Maximum				
SUBSTATION AND MISCELLANEOUS						
006726	Crew Leader-Substation	\$30.943	\$	\$	\$	\$
005932	E&W Journeyman	29.361	29.529	29.718	29.812	
004136	Electrician-Constr	28.877	29.049	29.234	29.328	
004135	Switchboard Wireman	28.846	29.049	29.174	29.328	
004169	Timekpr & Matlman-A	27.802	27.974	28.194	28.410	
004141	Winch Truck Driver	23.754	23.943	24.128	24.346	
005933	E&W Apprentice	22.535	22.627	23.065	23.469	23.905
004170	Timekpr & Matlman-B	22.270	22.424	22.676	22.860	
007797	Utility Assistant - Trans	13.168	13.591	14.011	14.447	14.852
		15.225	15.506	15.708	16.175	16.407
		16.660	16.971	17.376	17.998	18.843
		19.166				

Job No.	Classification	Minimum to Maximum				
EQUIPMENT MAINTENANCE						
008305	Subforeman Util Fleet	\$30.358	\$30.450	\$30.499	\$	\$
008306	Utility Fleet Tech I	28.955	29.049	29.094	29.234	
004169	Timekpr & Matlman-A	27.802	27.974	28.194	28.410	
008307	Utility Fleet Tech II	24.714	25.462	26.212	26.959	27.709
004141	Winch Truck Driver	23.754	23.943	24.128	24.346	
004160	Appr Auto Mech-Constr	22.503	22.627	22.676	22.783	22.832
		22.938				
004170	Timekpr & Matlman-B	22.270	22.424	22.676	22.860	
007797	Utility Assistant-Trans	13.168	13.591	14.011	14.447	14.852
		15.225	15.506	15.708	16.175	16.407
		16.660	16.971	17.376	17.998	18.843
		19.166				

Job No.	Classification	Minimum to Maximum				
GENERAL SHOPS						
004096	Subforeman-Shops	\$30.358	\$30.450	\$30.499	\$	\$
004120	Mechanic-Shops	28.952	29.002	29.124	29.234	
004151	Apprentice-Shops	22.799	22.905	22.972	23.077	23.157
007780	Utility Assistant	14.427	14.818	15.259	15.474	15.708
		16.175	16.407	16.629	16.971	17.391
		18.016	18.794			

Job No.	Classification	Minimum to Maximum				
SUPPLY CHAIN						
007072	Warehouseman-Shops	28.298	28.345	28.378	28.410	28.442
		28.520				
004168	Materialman	26.602	26.802	27.040	27.099	27.194
		27.286				
008658	Utility Assistant-Supply Chain	14.427	14.818	15.259	15.474	16.588
		16.978	17.425	17.870	18.984	19.431
		19.876	20.990			

EXHIBIT A (2010) continued

NOTES

- (1) Journeyman, etc. - Other Crafts (Temporary on specific jobs) Local Rates.
- (2) Progress through range of rates for any classification will be granted at six (6) month intervals in the event of satisfactory progress.
- (3) When an employee transfers into a classification with scheduled range of rates overlapping the immediately prior classification, increases in the new classification as provided in (2) above will be on the same scheduled dates as established in the prior classification.
- (7) When Utility Fleet Technician I or Subforeman-Utility Fleet voluntarily complete and maintain certain Master Level certification requirements they will be paid an additional seventy-five (75¢) cents per hour.

EXHIBIT A (2011)

POWER DELIVERY

TRANSMISSION AGREEMENT

HOURLY RATE SCHEDULES

August 15, 2011 - August 14, 2012

NOTE: These wages are the minimum for 2011. They may increase based on language in the 2009 Memorandum in Exhibit B.

EXHIBIT A (2011) POWER DELIVERY TRANSMISSION AGREEMENT

Hourly Rate Schedules for period August 15, 2011 - August 14, 2012

Power Delivery Transmission, General Shops, Supply Chain, and Equipment Maintenance Personnel in the Fleet Services

Job No.	Classification	Minimum to Maximum				
LINE GROUP						
004102	Crew Leader	\$31.144	\$	\$	\$	\$
008309	Lineman Trans	29.607	29.703	29.748	29.892	
005668	Equipment Oper Trans	29.255	29.399	29.558		
004169	Timekpr & Matlman-A	28.427	28.604	28.828	29.049	
004107	Const Equip Operator	27.423	27.966	28.490	29.003	
004141	Winch Truck Driver	24.289	24.481	24.647	24.894	
008310	Appr Lineman Trans	23.042	23.136	23.584	23.997	24.443
004170	Timekpr & Matlman-B	22.771	22.928	23.186	23.374	
007797	Utility Assistant-Trans	13.465	13.897	14.326	14.772	15.186
		15.568	15.855	16.061	16.539	16.776
		17.035	17.353	17.767	18.403	19.267
		19.597				

Job No.	Classification	Minimum to Maximum				
SUBSTATION AND MISCELLANEOUS						
006726	Crew Leader-Substation	\$31.639	\$	\$	\$	\$
005932	E&W Journeyman	30.022	30.193	30.387	30.482	
004136	Electrician-Constr	29.527	29.703	29.892	29.988	
004135	Switchboard Wireman	29.495	29.703	29.830	29.988	
004169	Timekpr & Matlman-A	28.427	28.604	28.828	29.049	
004141	Winch Truck Driver	24.289	24.481	24.671	24.894	
005933	E&W Apprentice	23.042	23.136	23.584	23.997	24.443
004170	Timekpr & Matlman-B	22.771	22.928	23.186	23.374	
007797	Utility Assistant-Trans	13.465	13.897	14.326	14.772	15.186
		15.568	15.855	16.061	16.539	16.776
		17.035	17.353	17.767	18.403	19.267
		19.597				

Job No.	Classification	Minimum to Maximum				
EQUIPMENT MAINTENANCE						
008305	Subforeman Util Fleet	\$31.041	\$31.136	\$31.186	\$	\$
008306	Utility Fleet Tech I	29.607	29.703	29.748	29.892	
004169	Timekpr & Matlman-A	28.427	28.604	28.828	29.049	
008307	Utility Fleet Tech II	25.270	26.035	26.802	27.565	28.332
004141	Winch Truck Driver	24.289	24.481	24.671	24.894	
004160	Appr Auto Mech-Constr	23.009	23.136	23.186	23.295	23.345
		23.454				
004170	Timekpr & Matlman-B	22.771	22.928	23.186	23.374	
007797	Utility Assistant-Trans	13.465	13.897	14.326	14.772	15.186
		15.568	15.855	16.061	16.539	16.776
		17.035	17.353	17.767	18.403	19.267
		19.597				

Job No.	Classification	Minimum to Maximum				
GENERAL SHOPS						
004096	Subforeman-Shops	\$31.041	\$31.136	\$31.186	\$	\$
004120	Mechanic-Shops	29.604	29.655	29.779	29.892	
004151	Apprentice-Shops	23.312	23.421	23.489	23.596	23.678
007780	Utility Assistant	14.752	15.152	15.602	15.822	16.061
		16.539	16.776	17.003	17.353	17.783
		18.421	19.217			

SUPPLY CHAIN		Minimum to Maximum				
Job No.	Classification					
007072	Warehouseman-Shops	\$28.935	\$28.982	\$29.016	\$29.049	\$29.082
		29.162				
004168	Materialman	27.201	27.405	27.648	27.709	27.806
		27.899				
008658	Utility Assistant-Supply Chain	14.752	15.152	15.602	15.822	16.961
		17.360	17.817	18.272	19.411	19.868
		20.323	21.462			

EXHIBIT A (2011) continued

NOTES

- (1) Journeyman, etc. - Other Crafts (Temporary on specific jobs) Local Rates.
- (2) Progress through range of rates for any classification will be granted at six (6) month intervals in the event of satisfactory progress.
- (3) When an employee transfers into a classification with scheduled range of rates overlapping the immediately prior classification, increases in the new classification as provided in (2) above will be on the same scheduled dates as established in the prior classification.
- (7) When Utility Fleet Technician I or Subforeman-Utility Fleet voluntarily complete and maintain certain Master Level certification requirements they will be paid an additional seventy-five (75¢) cents per hour.

EXHIBIT A (2012)

POWER DELIVERY

TRANSMISSION AGREEMENT

HOURLY RATE SCHEDULES

August 15, 2012 - August 14, 2013

NOTE: These wages are the minimum for 2012. They may increase based on language in the 2009 Memorandum in Exhibit B.

EXHIBIT A (2012) POWER DELIVERY TRANSMISSION AGREEMENT

Hourly Rate Schedules for period August 15, 2012 - August 14, 2013

Power Delivery Transmission, General Shops, Supply Chain, and Equipment Maintenance Personnel in the Fleet Services

Job No. LINE GROUP	Classification	Minimum to Maximum				
004102	Crew Leader	\$31.845	\$	\$	\$	\$
008309	Lineman Trans	30.273	30.371	30.418	30.565	
005668	Equipment Oper Trans	29.913	30.061	30.223		
004169	Timekpr & Matlman-A	29.067	29.247	29.477	29.703	
004107	Const Equip Operator	28.040	28.596	29.131	29.655	
004141	Winch Truck Driver	24.835	25.032	25.226	25.454	
008310	Appr Lineman Trans	23.561	23.656	24.114	24.537	24.993
004170	Timekpr & Matlman-B	23.283	23.444	23.707	23.900	
007797	Utility Assistant-Trans	13.768	14.209	14.649	15.104	15.528
		15.918	16.212	16.423	16.911	17.154
		17.418	17.743	18.166	18.817	19.700
		20.038				

Job No. SUBSTATION AND MISCELLANEOUS	Classification	Minimum to Maximum				
006726	Crew Leader-Substation	\$32.351	\$	\$	\$	\$
005932	E&W Journeyman	30.697	30.872	31.070	31.168	
004136	Electrician-Constr	30.191	30.371	30.565	30.662	
004135	Switchboard Wireman	30.159	30.371	30.501	30.662	
004169	Timekpr & Matlman-A	29.067	29.247	29.477	29.703	
004141	Winch Truck Driver	24.835	25.032	25.226	25.454	
005933	E&W Apprentice	23.561	23.656	24.114	24.537	24.993
004170	Timekpr & Matlman-B	23.283	23.444	23.707	23.900	
007797	Utility Assistant-Trans	13.768	14.209	14.649	15.104	15.528
		15.918	16.212	16.423	16.911	17.154
		17.418	17.743	18.166	18.817	19.700
		20.038				

Job No.	Classification	Minimum to Maximum				
EQUIPMENT MAINTENANCE						
008305	Subforeman Util Fleet	\$31.739	\$31.836	\$31.887	\$	\$
008306	Utility Fleet Tech I	30.273	30.371	30.418	30.565	
004169	Timekpr & Matlman-A	29.067	29.247	29.477	29.703	
008307	Utility Fleet Tech II	25.838	26.620	27.405	28.186	28.970
004141	Winch Truck Driver	24.835	25.032	25.226	25.454	
004160	Appr Auto Mech-Constr	23.527	23.656	23.707	23.819	23.871
		23.982				
004170	Timekpr & Matlman-B	23.283	23.444	23.707	23.900	
007797	Utility Assistant-Trans	13.768	14.209	14.649	15.104	15.528
		15.918	16.212	16.423	16.911	17.154
		17.418	17.743	18.166	18.817	19.700
		20.038				

GENERAL SHOPS

Job No.	Classification	Minimum to Maximum				
004096	Subforeman-Shops	\$31.739	\$31.836	\$31.887	\$	\$
004120	Mechanic-Shops	30.270	30.322	30.449	30.565	
004151	Apprentice-Shops	23.837	23.948	24.017	24.127	24.211
007780	Utility Assistant	15.084	15.493	15.953	16.178	16.423
		16.911	17.154	17.385	17.743	18.183
		18.835	19.649			

SUPPLY CHAIN

Job No.	Classification	Minimum to Maximum				
007072	Warehouseman-Shops	\$29.586	\$29.635	\$29.669	\$29.703	\$29.737
		29.818				
004168	Materialman	27.813	28.021	28.270	28.332	28.431
		28.527				
008658	Utility Assistant-Supply Chain	15.084	15.493	15.953	16.178	17.343
		17.751	18.218	18.683	19.848	20.315
		20.780	21.945			

EXHIBIT A (2012) continued

NOTES

- (1) Journeyman, etc. - Other Crafts (Temporary on specific jobs) Local Rates.
- (2) Progress through range of rates for any classification will be granted at six (6) month intervals in the event of satisfactory progress.
- (3) When an employee transfers into a classification with scheduled range of rates overlapping the immediately prior classification, increases in the new classification as provided in (2) above will be on the same scheduled dates as established in the prior classification.
- (7) When Utility Fleet Technician I or Subforeman-Utility Fleet voluntarily complete and maintain certain Master Level certification requirements they will be paid an additional seventy-five (75¢) cents per hour.

EXHIBIT A (2013)

POWER DELIVERY

TRANSMISSION AGREEMENT

HOURLY RATE SCHEDULES

August 15, 2013 - August 14, 2014

NOTE: These wages are the minimum for 2013. They may increase based on language in the 2009 memorandum in Exhibit B.

EXHIBIT A (2013) POWER DELIVERY TRANSMISSION AGREEMENT

Hourly Rate Schedules for period August 15, 2013 - August 14, 2014

Power Delivery Transmission, General Shops, Supply Chain, and Equipment Maintenance Personnel in the Fleet Services

Job No.	Classification	Minimum to Maximum				
LINE GROUP						
004102	Crew Leader	\$32.641	\$	\$	\$	\$
008309	Lineman Trans	31.030	31.130	31.178	31.329	
005668	Equipment Oper Trans	30.661	30.812	30.979		
004169	Timekpr & Matlman-A	29.793	29.978	30.214	30.446	
004107	Const Equip Operator	28.741	29.311	29.859	30.397	
004141	Winch Truck Driver	25.456	25.658	25.857	26.091	
008310	Appr Lineman Trans	24.150	24.248	24.717	25.151	25.618
004170	Timekpr & Matlman-B	23.865	24.030	24.300	24.497	
007797	Utility Assistant-Trans	14.112	14.564	15.015	15.482	15.916
		16.316	16.617	16.833	17.334	17.583
		17.854	18.187	18.621	19.287	20.193
		20.539				

Job No.	Classification	Minimum to Maximum				
SUBSTATION AND MISCELLANEOUS						
006726	Crew Leader-Substation	\$33.159	\$	\$	\$	\$
005932	E&W Journeyman	31.465	31.644	31.847	31.947	
004136	Electrician-Constr	30.946	31.130	31.329	31.429	
004135	Switchboard Wireman	30.913	31.130	31.264	31.429	
004169	Timekpr & Matlman-A	29.793	29.978	30.214	30.446	
004141	Winch Truck Driver	25.456	25.658	25.857	26.091	
005933	E&W Apprentice	24.150	24.248	24.717	25.151	25.618
004170	Timekpr & Matlman-B	23.865	24.030	24.300	24.497	
007797	Utility Assistant-Trans	14.112	14.564	15.015	15.482	15.916
		16.316	16.617	16.833	17.334	17.583
		17.854	18.187	18.621	19.287	20.193
		20.539				

Job No.	Classification	Minimum to Maximum				
EQUIPMENT MAINTENANCE						
008305	Subforeman Util Fleet	\$32.533	\$32.632	\$32.684	\$	\$
008306	Utility Fleet Tech I	31.030	31.130	31.178	31.329	
004169	Timekpr & Matlman-A	29.793	29.978	30.214	30.446	
008307	Utility Fleet Tech II	26.484	27.286	28.090	28.890	29.694
004141	Winch Truck Driver	25.456	25.658	25.857	26.091	
004160	Appr Auto Mech-Constr	24.115	24.248	24.300	24.415	24.467
		24.581				
004170	Timekpr & Matlman-B	23.865	24.030	24.300	24.497	
007797	Utility Assistant-Trans	14.112	14.564	15.015	15.482	15.916
		16.316	16.617	16.833	17.334	17.583
		17.854	18.187	18.621	19.287	20.193
		20.539				

Job No.	Classification	Minimum to Maximum				
GENERAL SHOPS						
004096	Subforeman-Shops	\$32.533	\$32.632	\$32.684	\$	\$
004120	Mechanic-Shops	31.027	31.080	31.210	31.329	
004151	Apprentice-Shops	24.433	24.546	24.618	24.730	24.816
007780	Utility Assistant	15.461	15.880	16.352	16.582	16.833
		17.334	17.583	17.820	18.187	18.637
		19.306	20.140			

Job No.	Classification	Minimum to Maximum				
SUPPLY CHAIN						
007072	Warehouseman-Shops	\$30.325	\$30.375	\$30.411	\$30.446	\$30.480
		30.564				
004168	Materialman	28.508	28.722	28.977	29.041	29.142
		29.240				
008658	Utility Assistant-Supply Chain	15.461	15.880	16.352	16.582	17.777
		18.195	18.673	19.150	20.344	20.823
		21.300	22.494			

EXHIBIT A (2013) continued

NOTES

- (1) Journeyman, etc. - Other Crafts (Temporary on specific jobs) Local Rates.
- (2) Progress through range of rates for any classification will be granted at six (6) month intervals in the event of satisfactory progress.
- (3) When an employee transfers into a classification with scheduled range of rates overlapping the immediately prior classification, increases in the new classification as provided in (2) above will be on the same scheduled dates as established in the prior classification.
- (7) When Utility Fleet Technician I or Subforeman-Utility Fleet voluntarily complete and maintain certain Master Level certification requirements they will be paid an additional seventy-five (75¢) cents per hour.

EXHIBIT B

POWER DELIVERY CONSTRUCTION CONSOLIDATION OF APPLICABLE MEMORANDA OF UNDERSTANDING 1992 - 2009

The consolidation of MOUs from 1992 - **2009** is an attempt to clean up outdated language and publish as many MOUs as possible.

If by chance, MOUs or language have not been included and should have been, the Company and Union agree that the original MOUs and language will be applicable.

1992

- *7. B. For these CEO and WTD jobs permanently headquartered at the General Services Complex in the PDC Warehouse work group, notices of vacancies will be posted at the various headquarters of the Line Group, the Substation and Miscellaneous Group and Equipment Maintenance Group. But, only those employees who have had experience as Crew Leaders, Linemen, Electricians, or WTD's, will be considered for such vacancies. CEO's and WTD's permanently headquartered at the General Services Complex in the PDC Warehouse work group may bid back to the seniority unit from whence they came on any vacancy they are qualified for with regard to seniority and competency. In the event of reduction of forces in the CEO and WTD classifications permanently headquartered at the General Services Complex in the PDC Warehouse work group, transfers within the group shall be made in reverse order of seniority; and displaced employees shall be transferred back to the units from whence they came with total seniority accumulated up to the time of such transfers from the PDC Warehouse work group.

- E. Employees filling the Construction Equipment Operator classification will be permanently headquartered at the PDC Warehouse. Those CEO's considered as assigned crane operators will be provided company transportation, if desired. This transportation will be a pickup sized necessary to transport the miscellaneous fluids, lubricants, slings, clevises, etc. needed to support the cranes being operated. The CEO may use this vehicle as transportation to and from the job site on a daily basis, to local accommodations, or up to one hour travel each way for transportation home. Beginning and ending work location will be at the job site and per diem will be paid accordingly.

If the CEO chooses to drive company provided transportation back and forth home at night, no per diem payment will be made. Additionally, no mileage payment will be made for travel between locations when Company transportation is provided. It is proposed that the Linkbelt operator will tow their company provided transportation from job site to job site. Assigned CEO operators, other than the Linkbelt CEO, may choose to provide their own personal transportation.

1995

12. The Union recognizes the cost savings associated with direct payroll check deposit and agrees to encourage its membership to utilize this convenience.
13. Upon satisfactory implementation of accounting support systems, the Company will reimburse all employees on their paychecks, all regular pay items as well as, expense accounts, including meals and mileage, per diem payments, and any other miscellaneous payments.
16. The Company can agree to remove all written disciplinary records from the employee's personal file except as noted below as of the effective date of this agreement providing that the Union agrees to withdraw all pending arbitration cases involving discipline that did not result in termination, and further providing that such employee has no legal action pending against the Company.

The Company cannot agree, however, to remove discipline issued for violations of the Company's Drug and Alcohol Policy. In addition, the Company cannot agree to remove any written discipline resulting in multiple day suspension issued under the old progressive discipline policy after January 1, 1995.

All discipline issued after June 1, 1995, under the Nonpunitive Discipline System, will be removed according to the policy's guidelines.

17. The Company will administer a Drug and Alcohol random testing program to the entire employee population including those now covered by the Department of Transportation regulations covering the commercial driver's license.

The procedures now in effect for the testing program for employees with Commercial Drivers Licenses will be extended to all employees with the exception that the non-CDL group will be tested at a rate of 10% of that population per year. Employees covered under this agreement (other than those with CDL's) will be combined with other non-covered Company employees to form the non-CDL testing pool.

Implementation of post-accident drug and alcohol testing will be applicable to all employees including those currently under the Department of Transportation testing program as follows:

- a) Vehicular accidents - any accident meeting one or more of the following criteria 1) human fatality 2) one or more vehicles towed away from the scene of an accident 3) injury or injuries immediately treated away from the scene of an accident 4) Alabama Power Company driver receives a traffic citation relating to the accident; b) Non-Vehicular accidents - all doctor attention cases.

Upon an employee's request, a split sample will be tested and the Company will pay for the additional test at a laboratory designated by the Company.

*References number from respective MOU

1998

14. Job Bids

“Job Net” or any other bid system available in the future may be used for posting jobs at any time the following parameters can be maintained:

a. Bid Security

b. Bid Confirmation

c. Existing method of Bid input used for the Contract Bid System (CBS).

d. Compliance with Article VI of the contract

2009 Memorandum of Agreement:

1. **The following general wage increase adjustments will be made over the five year term of this contract.**

All classifications will be increased as shown below:

August 15, 2009 2.00%

August 15, 2010 2.00%

Increases August 15, 2011 and subsequent years will be the average of the CPI-W (as calculated by the average of the previous 12 months ending June 30 of the current year) and the APC line movement for the current year, but in no case will the increases be less than the following:

August 15, 2011 2.25%

August 15, 2012 2.25%

August 15, 2013 2.50%

For any calendar year 2011 through 2013, if the average as calculated above exceeds 5%, the parties will meet to discuss the appropriateness of the August 15 general increase.

2. **All employees will participate in the Company's PPP plan or other short term incentive plan that is in effect and for which they are eligible during the term of this agreement. As long as the current incentive plan is in place, the incentive target for employees covered by this agreement will be 5% for each year thereafter for the term of this agreement. Any such plan will be designed and implemented solely by Company Management and participation will be subject to the same provisions as all other participants. The plan will not be subject to the grievance and arbitration process.**

3. **Benefits**

The Company is committed to offering quality and economical benefit programs on a cafeteria-style basis. This method is particularly suitable for accommodating increased employee diversity, evolving family structures, and changing family needs. The Company is also committed to evaluating current benefit providers at a Southern Company system-wide level because of our increased buying power and exploring opportunities with these and other vendors to get a better value or product.

The Company will continue to offer a choice of health care plans and will appropriately share in the cost of medical premiums.

- a. **During 2009, the choices and monthly premium contributions are as follows:**

Carrier	Total Premium	Company Cost	Employee Cost
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Blue Cross Blue Shield PPO	Single	Family	Single	Family	Single	Family
Basic Option	372.30	1040.30	334.28	776.56	38.02	263.74
Standard Option	395.40	1104.80	334.28	776.56	61.12	328.24
Enhanced Option	464.60	1298.30	334.28	776.56	130.32	521.74
BYO \$500 PO/\$100 Rx	345.80	966.00	334.28	776.56	11.52	189.44
BYO \$500 PPO/\$50 Rx	351.60	982.20	334.28	776.56	17.32	205.64
BYO \$500 PPO/\$0 Rx	366.00	1022.30	334.28	776.56	31.72	245.74
BYO \$250 PPO/\$100 Rx	369.80	1033.20	334.28	776.56	35.52	256.64
BYO \$250 PPO/\$50 Rx *	375.60	1049.40	334.28	776.56	41.32	272.84
BYO \$250 PPO/\$0 Rx	390.00	1089.50	334.28	776.56	55.72	312.94
BYO \$150 PPO/\$100 Rx	402.60	1124.80	334.28	776.56	68.32	348.24
BYO \$150 PPO/\$50 Rx	408.40	1141.00	334.28	776.56	74.12	364.44
BYO \$150 PPO/\$0 Rx	422.80	1181.10	334.28	776.56	88.52	404.54

***The 2009 Core Plan will be the Blue Cross Blue Shield BYO \$250 PPO/\$50 Rx.**

b. During 2009 through 2013, the Company's monthly premium contributions and Core Plan selection will be as follows: The Core Plan will be determined annually by the Company. Criteria for selection of the Core Plan will include requirements for the quality of healthcare products and services to be comparable to the current Core Plan. The Company will select the Core Plan and contribute a dollar amount up to 74% of the total premium of family medical coverage or 89% of the total premium for single medical coverage based on the Core Plan. For any plans with premiums greater than the Core Plan, the Company will contribute a dollar amount up to 74% for family coverage, or for single coverage, 89% of the Core Plan. The balance of the premium will be paid by the employee. However, for plans with total premiums less than the Core Plan, the Company will contribute no greater than 100% of the total premium of such plans.

c. During the term of this contract, the Company will meet with the Union semiannually to discuss trend data, the APC medical reserves, and premium-to-cost ratios to communicate premium estimates for years 2009 through 2013.

d. Spouses of deceased pre-retirement employees who are covered at the time of the employee's death by the family plan may continue to participate in the APC medical benefits plan at employee cost until they are covered by a non-APC sponsored medical plan.

e. For all participants in any APC medical plan, the Company agrees to provide an integrated Employee Assistance Program (EAP)/Managed Mental Health Plan as a part of the medical plans offered. During 2009, the vendor will be ValueOptions. The current plan design aspects will include:

Inpatient Mental Health: \$250 deductible including chemical dependency, 10% co-insurance, \$500 maximum out of pocket, no annual day limit, in-network coverage only.

Outpatient Mental Health: No deductible, \$15 copay, no visit limits in-network, out of network covered at 50% up to 20 visits per year.

Inpatient Chemical Dependency: \$250 deductible including mental health. 10% co-insurance, \$500 maximum out of pocket, 60 days lifetime, in-network coverage only.

Outpatient Chemical Dependency: no deductible, \$15 copay, no visit limits in-network, in-network coverage only.

EAP services (up to 6 visits in 2009) are available to all employees and their family members at no cost – whether they participate in the company-sponsored medical plan or not. Certain mental health and substance abuse treatments are covered under the medical plan rather than the EAP – and these in-network services are subject to a \$15 co-pay per visit. EAP services include legal referrals, financial counseling, marital counseling, childcare referrals and elder care referrals.

f. The Company will continue to offer LTD insurance with premiums as set forth below:

1. The provider will be MetLife with the following monthly rates for the years 2009:

101 cents per \$100 of covered pay for 60% Base Salary coverage (50.5 cents per \$100 covered by the employee and 50.5 cents per \$100 by the Company).

63 cents per \$100 of covered pay for 50% Base Salary coverage (12 cents per \$100 covered by employee and 51 cents per \$100 by the Company).

2. During the remaining term of this agreement, the premium for the 60% coverage option will be shared equally (50% Company and 50% employee). The same company contribution will be made for the 50% Base Salary coverage option.

g. The company will continue to offer Accidental Death and Dismemberment Insurance as a Personal Choice option in the Southern Company flexible benefits plan.

For the year 2009, the vendor will be AIG Insurance with the rates as follows:

Coverage	You	You +	You +	You +
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Option	only	child	spouse	spouse & child
\$50,000	\$1.20	\$1.40	\$1.90	\$1.90
\$100,000	\$2.40	\$2.80	\$3.80	\$3.80
\$200,000	\$4.80	\$5.60	\$7.60	\$7.60
\$300,000	\$7.20	\$8.40	\$11.40	\$11.40
\$400,000	\$9.60	\$11.20	\$15.20	\$15.20
\$500,000	\$12.00	\$14.00	\$19.00	\$19.00

h. During the term of this contract, the company will offer an enhanced dental insurance plan as a Personal Choice option in the Southern Company flexible benefits plan during the term of the contract. For the plan year 2009, the vendor will be Delta Dental.

For the year 2009, the following plans and monthly rates will be offered:

Category	Delta Dental Schedule Option	Delta Dental Low Option	Delta Dental High Option
Emp. Only	\$11.71	\$15.87	\$29.94
Emp. + Family	\$37.10	\$50.27	\$81.50

- 4. When performing storm restoration work off the Southern Company system, employees will be paid a premium for such off-system work as follows:**
- a. If an employee is lodged in a hotel or similar accommodations, a premium of 10% will be added for all time worked while so assigned.**
 - b. If an employee is lodged in a facility such as a trailer, tent or other similar lodging with common sleeping quarters, a premium of 15% will be added for all time worked while so assigned.**

Employees will be paid at least 16 hours per day. Employees will be paid at 2 times the straight time rate for all hours worked over 16 in a day. Time spent traveling and eating will be considered as time worked, except that time spent eating shall not extend beyond one hour if at the double time rate. Time paid but not worked will constitute “rest” as it applies to the rest period provisions of the applicable contracts.

5. Uniforms

- a. The Company will **continue the Uniform Program** for the term of this Agreement.
- b. Employees in the classifications of field service representative, climbing field service representative, meter tester, assistant meter tester, meter reader, local operations lineman and troubleman, as well as, line and underground personnel, will be included in this program and required to wear such uniforms while performing work.
- c. Effective 2005, employees covered by the **Program** will receive an initial allowance of \$350 and \$250 annually thereafter for the purchase of the Company prescribed uniforms. Effective January 1, 2008, the allowance will be increased to \$275 annually.

Effective January 1, 2010, increase the annual uniform allowance for employees in the classifications of Lead Lineman, Lineman-Power Delivery, Apprentice Lineman-Power Delivery, Local Operations Lineman, and Troubleman to \$350.00. Upon request of either party, the parties will meet prior to January 1, 2012, to discuss the uniform allowances in light of any cost adjustments in the new contract with the uniform provider (the current contract runs through December 31, 2011).

d. Employees will be responsible for the care and maintenance of these uniforms and will be expected to maintain them in a presentable condition.

e. The Company will be solely responsible for the design and implementation of the Uniform Program. Employees in the Program will deal with a vendor as part of the Company designated Program. The Program will consist of shirts, jackets, jacket liners, coveralls and hats.

f. If the present Appliance Service uniform program is terminated by the Company, the Appliance Servicemen I and Appliance Servicemen classifications will become a part of this program.

g. Employees will have the option of having "IBEW" added to the uniform shirt.

6. Commercial Drivers License

During the term of this agreement, the Company will continue to reimburse employees required to hold a Commercial Drivers License (CDL), the entire cost of the initial CDL and thereafter, the cost of renewing such license above the cost of a private drivers license and the Company will pay for the first medical examination required for license renewal.

7. All MOU's/MOA's that were set to expire August 15, 2009, will continue to be in effect throughout the term of this agreement.

OTHER AGREEMENTS

The Company and the Union agree to work together to delete unnecessary language, to correct errors in the language, to update language and perform editing of the Agreement as needed, without changing the intent of the Agreement.

10 HOUR WORK SCHEDULES
GEOGRAPHIC DIVISIONS
August 23, 1984
May 29, 2009 (Amended)

This MOU will continue to apply to the Regional Crews working under the Power Delivery Transmission Agreement. Any references to Articles in the former TDS Agreement will not be to the corresponding Articles in the Power Delivery Transmission Agreement.

I. SCOPE

The temporary schedule of ten (10) hour work periods scheduled four (4) days per week shall be implemented for crews in division operations as deemed necessary by the Company on a trial basis with at least seven (7) days written notice, stating the schedule and its probable duration. If such temporary schedule is determined to be satisfactory by the Company at the end of the trial period, it shall be available to be put into effect on a regular basis as required. The Company reserves its right to change such schedule at a later time consistent with the terms and conditions of the Memorandum of Agreement between the parties.

II. SCHEDULE

- A. The regular daily work period shall be consistent with Article VIII, paragraph (v) of the Memorandum of Agreement except that the parties agree that during those periods that the proposed schedule is in effect, "ten (10)" shall be inserted in lieu of "eight (8)" where it appears in the second sentence of such paragraph.
- B. The parties agree to waive the requirements as set forth in the second sentence of Article VIII, paragraph (w). Accordingly, any reference to the word "five (5)" following the third sentence of Article VIII, paragraph (w) shall be considered as "four (4)" when such schedule is in effect.
- C. No overtime shall be paid for work performed within an employee's scheduled hours of work while working the temporary schedule.

III. VACATIONS

Vacations shall be taken consistent with Article VIII, paragraph (c) of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g., an employee scheduled for a ten (10) hour work period would be charged ten (10) hours vacation).

IV. HOLIDAYS

The terms and conditions of Article VIII, paragraph (d) shall apply when the proposed schedule is in effect, except as set forth below.

Effective January 1, 2010, employees will receive holiday pay for the number of hours normally scheduled for the holiday. When a holiday falls on an employee's regularly scheduled off day, the employee will receive the regular scheduled hours holiday pay for the week in which the holiday is observed, or be allowed a day off in lieu thereof consistent with the terms and conditions of Article VIII, paragraph (d). Should a holiday fall on an employee's regular scheduled work day and the employee works on that day, the employee will receive pay at one and one-half times the applicable rate for all hours worked plus straight time pay for the holiday for the number of hours scheduled, unless the employee chooses to bank the holiday, in which case the hours worked will be at the normal rate of pay.

V. SICK LEAVE

Sick leave shall be taken consistent with Article VIII, paragraph (b) of the Memorandum of Agreement except that sick leave shall be considered by hours and charged accordingly (e.g., an employee eligible for sick leave and absent due to illness who is regularly scheduled to work ten (10) hours, will be charged ten (10) hours sick leave.)

VI. JURY DUTY

The provisions of Article VIII, paragraph (f) shall apply relative to time off to perform jury duty.

VII. DEATH LEAVE/FUNERAL LEAVE

Death leave and funeral leave shall be granted consistent with Article VIII, paragraph (t) of the Memorandum of Agreement.

Unless specifically referenced above, the terms and conditions of the Memorandum of Agreement shall apply.

**MEMORANDUM OF UNDERSTANDING
WORK SCHEDULES
POWER DELIVERY CONSTRUCTION**

August 23, 1984

September 2, 1992

May 29, 2009 (Amended)

In conjunction with discussions held concerning the scheduling of certain personnel covered by the Construction and Power Delivery Construction Agreement in these 1984 negotiations, the parties can agree to the implementation of a work schedule comprised of ten (10) hour work periods scheduled four (4) days per week, as set forth below:

I. SCOPE

The regular schedule of ten (10) hour work periods scheduled 4 days per week, shall be placed in effect for appropriate PDC crews and operations for the period from the first Monday following March 1 until the Monday immediately prior to Thanksgiving. It may also be placed in effect for specific crews, or operations, at other times during the year if the schedule is beneficial in the support of Company operations and mutually agreeable with the respective crew members and their respective supervisor; the members of the Equipment Maintenance group and their respective supervisor; and, the members of the PDC Warehouse Group and their respective supervisor. The Company reserves the right to change such schedule at a later time consistent with the terms and conditions of the Memorandum of Agreement between the parties.

II. SCHEDULE

- A. The regular daily work period shall be consistent with Article VII, paragraph (m) of the Memorandum of Agreement except that the parties agree that during those periods that the proposed schedule is in effect, "ten (10)" shall be inserted in lieu of "eight (8)" where it appears in the second sentence of such paragraph.
- B. The parties agree to waive the requirements as set forth in the second sentence of Article VII, paragraph (n). Accordingly, any reference to the word "five (5)" following the third sentence of Article VII, paragraph (n) shall be considered as "four (4)" when such schedule is in effect.
- C. No overtime shall be paid for work performed within an employee's regular schedule hours of work.

III. VACATIONS

Vacations shall be taken consistent with Article VII, paragraph (a) of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g., an employee scheduled for a ten (10) hour period would be charged ten (10) hours vacation).

IV. HOLIDAYS

The terms and conditions of Article VII, paragraph (b) shall apply when the proposed schedule is in effect, except as set forth below.

Effective January 1, 2010, employees will receive holiday pay for the number of hours normally scheduled for the holiday. When a holiday falls on an employee's regularly scheduled off day, the employee will receive the regular scheduled hours holiday pay for the week in which the holiday is observed, or be allowed a day off in lieu thereof consistent with the terms and conditions of Article VIII, paragraph (d). Should a holiday fall on an employee's regular scheduled work day and the employee works on that day, the employee will receive pay at one and one-half times the applicable rate for all hours worked plus straight time pay for the holiday for the number of hours scheduled, unless the employee chooses to bank the holiday, in which case the hours worked will be at the normal rate of pay.

If a holiday falls on Tuesday or Wednesday of any week while crews or work groups are on a four-ten (10) hour schedule, Monday - Thursday; the respective crew members or work groups and their respective supervisors may mutually agree to observe such holiday on Monday or Thursday of the week in which it falls.

If a holiday falls on Wednesday or Thursday of any week while crews or work groups are on a four-ten (10) hour schedule, Tuesday - Friday; the respective crew members or work groups and their respective supervisors may mutually agree to observe such holiday on Tuesday or Friday of the week in which it falls.

V. SICK LEAVE

Sick leave shall be taken consistent with Article VII, paragraph (c) of the Memorandum of Agreement except that sick leave shall be considered by hours and charged accordingly (e.g., an employee eligible for sick leave and absent due to illness who is regularly scheduled to work ten (10) hours, will be charged ten (10) hours sick leave.)

VI. JURY DUTY

The provisions of Article VII, paragraph (f) shall apply relative to time off to perform jury duty.

VII. DEATH LEAVE/FUNERAL LEAVE

Death leave and funeral leave shall be granted consistent with Article VII, paragraph (d) of the Memorandum of Agreement.

Unless specifically referenced above, the terms and conditions of the Memorandum of Agreement shall apply.

This Memorandum of Agreement is entered into this 23rd day of August, 1984.

**MEMORANDUM OF AGREEMENT
BAREHANDING TRANSMISSION VOLTAGES**

POWER DELIVERY CONSTRUCTION
September 6, 1985

As a result of certain discussions between the representatives of Alabama Power Company and the representatives of the nine (9) local unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed on certain matters which are embraced in this memorandum of supplemental agreement.

NOW, THEREFORE, it is hereby agreed between Alabama Power Company and such local unions as follows:

1. One (1) crew will be established and receive training for barehanding transmission voltages in addition to its normal duties. The initial training will be on the 500 Kv system. The crew will be established by posting new job vacancies and discontinuing an equal number of jobs as a result of the filling of the new jobs.
2. The Company will pay a premium of \$100 per month to journeymen and \$50 per month to apprentice linemen in the newly established crew. This premium will be paid for the express purpose of barehanding transmission voltages.

This Memorandum of Agreement is entered into this 6th day of September, 1985.

EQUIPMENT OPERATOR - TRANSMISSION
July 14, 1993

As a result of certain discussions between representatives of Alabama Power Company and representatives of the nine (9) local unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed on certain matters which are embraced in this memorandum of agreement.

NOW, THEREFORE, it is hereby agreed between Alabama Power Company and such local unions as follows:

1. The following new job classifications and rates will be established and included in Exhibit A, sections 2 & 4:

E & W Journeyman	18.29	18.40	18.51	18.57
E & W Apprentice	14.16	14.31	14.36	14.46

Attainment of E & W Journeyman will be optional for existing Electricians and Switchboard Wiremen. Existing Electricians and Switchboard Wiremen will be grandfathered in their respective classifications. Future journeyman vacancies posted in Substation Construction will be posted as E & W Journeyman rather than Electrician or Switchboard Wireman. Any Electrician or Switchboard Wireman who has held both Journeyman classifications or who holds one classification and has already been deemed competent to hold the other classification will be given a one-time opportunity to be promoted to E & W Journeyman. This promotion will be to the top pay step of the new classification.

2. Existing Electricians and Switchboard Wiremen who wish to attain the E & W Journeyman classification will be given a one-time opportunity to qualify by receiving classroom and hands-on cross-training. Employees who qualify following this training will be promoted to the top pay step of the new classification.

Employees wishing to participate under the one-time opportunity in this agreement must declare their intention within fourteen (14) days immediately following the effective date of this agreement.

Cross-training will be offered by seniority within crews and when possible, across all crews. This training will be done by existing journeymen in the respective crews.

A written plan will be developed for cross-training and the respective crew Foremen will monitor the individuals being cross-trained and help guide them through the training.

The duration of cross-training will be from three to six months and will be that necessary for the individual to acquire the basic knowledge and skills needed to have first-day competency in the respective journeyman classification or until it becomes obvious that the individual does not have the ability to attain the necessary knowledge and skills within the six months.

The competency of individuals being cross-trained will be determined by a team consisting of the respective Foreman, Crew Leader and the journeymen doing the cross-training.

To promote harmony in the training process, the rate of pay for top step of the Switchboard Wireman classification will be raised \$.03/hr to the same rate as the top step of the Electrician classification, currently, at \$18.27/hr.

3. In the event of a rollback, the E & W Journeyman classification will be given priority for retention over the Electrician and Switchboard Wireman classifications.

An E & W Journeyman, an Electrician and a Switchboard Wireman can roll into the E & W Apprentice classification.

An E & W Journeyman who rolls into a E & W Apprentice classification will retain journeyman status. An Electrician or Switchboard Wireman who rolls into the E & W Apprentice classification will be allowed to retain their respective journeyman status for a grace period of one year. During that period the Electrician or Switchboard Wireman must pass the CK&S written and skills tests for the E & W Journeyman or else, at the end of one year be rolled out of the E & W Apprentice classification. If the Electrician or Switchboard Wireman passes the CK&S tests, they will be automatically progressed to the E & W Journeyman classification in that crew.

4. An existing journeyman who is promoted to E & W Journeyman during the one-time opportunity will remain in their normally assigned crew, provided current crew structure permits.

There will be no immediate changes in crew structures or number and types of crews as a result of adding the E & W Journeyman classification.

5. Apprentice Electricians and Apprentice Switchboard Wiremen will be reclassified to E & W Apprentice in a pay step parallel to their current pay step.

Apprentice Electricians and Apprentice Switchboard Wiremen will receive classroom and hands-on training necessary to become competent in both areas. Automatic progression will be to the E & W Journeyman classification and will require the individual to be competent in both areas.

Individuals entering the E & W Apprentice classification must demonstrate competency by passing knowledge and skills test developed for this new classification, when implemented.

This Memorandum of Agreement is entered into this 12th day of January, 1994.

**MEMORANDUM OF UNDERSTANDING
10 HOUR WORK SCHEDULES
DIVISION OPERATIONS, GSC, AND CORPORATE SERVICES
May 10, 1994
May 29, 2009 (Amended)**

This MOU will continue to apply to the General Shops personnel working under the Power Delivery Transmission Agreement. Any references to Articles in the former TDS Agreement will now be to the corresponding Articles in the Power Delivery Transmission Agreement.

As a result of discussions which began during the 1992 negotiations and continued subsequent to those negotiations and the implementation of a trial one year agreement, the Company and Union agree to implement temporary work schedules of ten (10) hour work periods scheduled four (4) days per week, as set forth below:

This agreement will be applicable to employees, work groups, and crews not presently covered by a prior agreement to work temporary four day, ten hour schedules.

Prior to implementing a temporary four day, ten hour work schedule, the Company will notify the appropriate Union Representative of its intent to place an employee, work group, or crew on a temporary four day, ten hour schedule. Such Union representative will determine the interests of such employee, work group, or crew in being rescheduled to the temporary four day, ten hour schedule. Provided a majority of affected employees are in favor of cooperating with the Company, such temporary schedule will be implemented with at least a seven (7) day written notice from the date the Union notifies the Company of its concurrence with the schedule.

While on such four day, ten hour schedule, the following will be applicable:

SCHEDULE

The regular daily work period shall be consistent with Article VIII, paragraph (v) of the Memorandum of Agreement except that the parties agree that during those periods that the proposed schedule is in effect, "ten (10)" shall be inserted in lieu of "eight (8)" where it appears in the second sentence of such paragraph.

The parties agree to waive the requirements as set forth in the second sentence of Article VIII, paragraph (w). Accordingly, any reference to the word "five (5)" following the third sentence of Article VIII, paragraph (w) shall be considered as "four (4)" when such schedule is in effect.

No overtime shall be paid for work performed within an employee's scheduled hours of work while working the temporary schedule.

VACATIONS

Vacations shall be taken consistent with Article VIII, paragraph (c) of the Memorandum of Agreement, except that vacation shall be considered by hours and charged accordingly (e.g., an employee scheduled for a ten (10) hour work period would be charged ten (10) hours vacation).

HOLIDAYS

The terms and conditions of **Article VII, paragraph (b)** shall apply when the proposed schedule is in effect, except as set forth below.

Effective January 1, 2010, employees will receive holiday pay for the number of hours normally scheduled for the holiday. When a holiday falls on an employee's regular scheduled off day, the employee will receive the regular scheduled hours holiday pay for the week in which the holiday is observed, or be allowed a day off in lieu thereof consistent with the terms and conditions of Article VII, paragraph (b). Should a holiday fall on an employee's regular scheduled work day and the employee works on that day, the employee will receive pay at one and one-half times the applicable rate for all hours worked plus straight time pay for the holiday for the number of hours scheduled, unless the employee chooses to bank the holiday, in which case the hours worked will be at the normal rate of pay.

SICK LEAVE

Sick leave shall be taken consistent with Article VIII, paragraph (b) of the Memorandum of Agreement except that sick leave shall be considered by hours and charged accordingly (e.g., an employee eligible for sick leave and absent due to illness who is regularly scheduled to work ten (10) hours, will be charged ten (10) hours sick leave.)

JURY DUTY

The provisions of Article VIII, paragraph (f) shall apply relative to time off to perform jury duty.

DEATH LEAVE/FUNERAL LEAVE

Death leave and funeral leave shall be granted consistent with Article VIII, paragraph (t) of the Memorandum of Agreement.

It will be at the discretion of the Company to determine when such temporary work schedule should end and same shall be accomplished by giving at least thirty-six (36) hour notice.

Distribution crews or work groups may be split if such split is clearly communicated to the appropriate Union Representative prior to the Union's determination of the affected employee's interest in such temporary schedule.

This agreement does not affect those temporary work schedule agreements that are currently in place.

Unless specifically referenced above, the terms and conditions of the Basic Memorandum of Agreement shall apply.

This Memorandum of Understanding is entered into this 10th day of May, 1994.

May 19, 1994

Temporary Work Schedules Division Operations, GSC and Corporate Services - Includes language to make permanent our previous trial agreement and the last paragraph on page two (2) allows the splitting of crews or work groups if a schedule is presented to the Union for selection of schedules prior to determination of the affected employees interest in subject schedule (i.e. Work group agrees with split and is allowed to select individual schedules prior to implementation) .

RE: Memorandum of Agreement: Temporary Work Schedules Division Operations, GSC and Corporate Services

As requested at the delivery of subject agreement, we are providing the following explanation of the last paragraph contained on page two (2) of the agreement.

This provision allows the splitting of crews or work groups if a schedule is presented to the Union for selection of schedules prior to determination of the affected employees' interest in subject schedule (i.e. Work group agrees with split and is allowed to select individual schedules prior to implementation). This provision allows the splitting of work groups by work day schedules and by work hour schedules (i.e. 4-10's and/or 5-8's scheduled Monday thru Saturday).

**MEMORANDUM OF AGREEMENT
EDUCATIONAL ASSISTANCE PROGRAM**

August 2, 1994

As a result of certain discussions between representative of Alabama Power Company and representatives of the nine (9) local unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed on certain matters which are embraced in this memorandum of agreement.

NOW, THEREFORE, it is hereby agreed between Alabama Power Company and such local unions as follows:

1. The purpose of this program is to assist children of employees fatally injured at work in continuing their education by providing financial support for tuition and other educational expenses.
2. The Company defines "fatally injured" as it is defined by Alabama Worker's Compensation Law. That means that the employee's death must occur within three years of an injury caused by an accident that occurs in the course of employment.
3. Participation and/or application under this program obligates the student to follow the various provisions and/or amended provisions as they may apply.
4. The Program will be administered by Alabama Power Company's Human Resources Department through local Human Resources Representatives.
5. Alabama Power Company may change or terminate the total program or any provision thereof. Human Resources will resolve any controversy involving this program or its application within its sole discretion. Such decisions will not be subject to appeal or challenge.

This Memorandum of Agreement is entered into and becomes effective on this, the 2nd day of August, 1994.

SIMPLIFIED GUIDELINES FOR
VOLUNTARY TRAINING AT ALABAMA POWER COMPANY
August 15, 1998

September 14, 2004

1. Since this training is offered on a voluntary basis, employees will not be compensated for travel time to and from the training location which occurs outside the employee's scheduled or rescheduled hours.
2. These guidelines apply to any training situation away from the employee's normal work location with exceptions noted in the footnotes of these guidelines.
3. Each employee attending the training session whose permanent residence is greater than 50 miles from the training location is entitled to lodging (single occupancy when available) paid for by the Company.

Employees who choose to lodge at the training location will be eligible for mileage reimbursement for one round trip between his/her permanent residence and the training location for each week of training.

4. Each employee attending the training session may elect to commute to the training location each day, using his personal vehicle, and will be reimbursed at the Company's prevailing rate for actual mileage up to maximum of 200 miles round trip each day.

If an employee who qualifies for lodging commutes daily to and from the training center, he will not be provided lodging, but will be reimbursed for mileage as above.

Mileage will be computed by determining the most direct round trip route between the employee's permanent residence and training location, and by determining the most direct round trip route between the employee's permanent residence and permanent headquarters. Mileage will be paid for the entire commute, up to 200 miles, if the training commute exceeds the normal commute. If the training commute is less than the normal commute, no mileage reimbursement will be made.

Mileage for employees who do not have normally assigned permanent headquarters will be computed by determining the most direct round trip route between the employee's permanent residence and training location, not to exceed 200 miles round trip.

5. The Company will furnish or pay for breakfast, lunch, and dinner if the employee is "lodging" and will furnish or pay for lunch if the employee is "commuting."

The method of providing meals varies as follows:

a. For In-plant Fossil Training of Fossil and Hydro Employees:

The Company shall provide each “lodging” employee who is on a temporary training assignment an expense allowance equal to two meals per day while training at a temporary location. If the mid shift meal is not furnished for the “lodging” employee, they will receive an additional expense allowance for the noon meal.

The Company shall provide each “commuting” employee who is on a temporary training assignment his lunch meal only.

b. For Hydro Training at Other Than Fossil Plants, for Operating Divisions and PDT:

For “lodging” employees, the Company will provide breakfast at the lodging facility, lunch at the training location and will reimburse the employee for dinner on an expense account.

For “commuting” employees, the Company will furnish or pay for lunch only.

6. The per diem provisions outlined under the Power Delivery Transmission Agreement shall not apply to covered employees participating in a training session.

Footnote: For training purposes, the Company will not pay for lodging for the following:

- a. Training employees permanently headquartered at Gorgas Steam Plant on temporary training assignment at Miller Steam Plant.
- b. Training employees permanently headquartered at Miller Steam Plant on temporary training assignment at Gorgas Steam Plant.

MEMORANDUM OF UNDERSTANDING
UTILITY FLEET
August 15, 1998
September 14, 2004

The Company will implement the following changes for all Fleet Services operations as soon as is practicable to do so:

- a. Subforeman-Garage and Subforeman-Equipment Maintenance will be re-titled to Subforeman-Utility Fleet;
- b. Auto Mechanic I, Auto Mechanic Construction I, Auto Mechanic A, Auto Mechanic B, Auto Mechanic Construction II, and Auto Mechanic A Construction will be retitled to Utility Fleet Technician I. All existing mechanics in the classifications of Auto Mechanic A, Auto Mechanic Construction II, Auto Mechanic A-Construction, and Auto Mechanic B will immediately be placed in the bottom step of the Fleet Technician I rate range. NOTE: This is the range for the existing Auto Mechanic I;
- c. Utility Fleet Technician II. Entry into this classification will require successful completion of CK&S testing. There will be a four step progression as defined below:
\$16.500 \$17.000 \$17.500 \$18.000 \$18.500
- d. While a Utility Fleet Technician II, the journeyman must pass certain certification requirements and skills assessments within 48 months. Based on present needs and circumstances, these requirements are:
 - ASE Air Brake Certification and Skills Exercise
 - ASE Air Conditioning Fundamental Certification and Skills Exercise
 - Basic Hydraulic Training (to include written and skills exercises)
 - Specialized Electronic Training Course
 - ASE Hydraulic Brake Certification and Skills Exercise
 - Welding Courses I, II, and III
 - ASE Steering and Suspension Certification
 - ASE Basic Engine Certification and Skills Exercise

Should technology or the Company fleet change, the required certifications and skills tests may be modified to reflect the changed circumstances. Should this be the case, the required certifications will be changed only after consultation with the Union. It may also be appropriate to replace the above certifications with certain certifications specific to a location (e.g. Electric Vehicles). This will only be done after consultation with the Union. After successful completion of all certification and skills exercises, the Utility Fleet Technician II will immediately be advanced to Utility Fleet Technician I.

Employees in the Utility Fleet Technician II classification will be allowed 4 chances to pass any two categories of tests. All remaining test categories must be successfully completed within two attempts. Should the employee be unable to complete the requirements of the

Utility Fleet Technician II program within 48 months, the employee will leave the program under the provisions of V (k). It is understood that the employee must be making progress toward the required certifications throughout the 48 month period;

- e. Employees entering the Utility Fleet Technician II classification should possess a minimum set of tools. The company will loan an employee any tools lacking through the first 6-months in the classification. After 6 months, the employee will be eligible for the regular tool purchase program as presently outlined for an Apprentice Mechanic;
- f. All vacancies or new jobs for Utility Fleet Technician I will be dual posted as a Utility Fleet Technician I/Utility Fleet Technician II. Should there be no competent bidder for Utility Fleet Technician I or Utility Fleet Technician II within the bid unit, applications received from employees in other units will be considered. Should no applications be received from qualified employees, the vacancy or new job will be filled as a Utility Fleet Technician II from any available source;
- g. All existing Apprentice Auto Mechanics will be grandfathered in their present Apprentice Auto Mechanic classification. They will be eligible to bid to, or automatic progress to, the Utility Fleet Technician I classification. When all existing Apprentice Auto Mechanics have left the apprentice classification, all fleet apprentice classifications will be eliminated.
- h. In order to encourage additional self development and to increase the employee's value to the company, Utility Fleet Technician I or Subforeman-Utility Fleet can voluntarily attain a 75¢ premium over their existing wage rate by completing certain master level certification requirements. This 75¢ premium will be included in the base rate for any overtime or benefit calculations. Certifications must be maintained for the employee to continue to receive the premium. Based on present needs and circumstances, master level certification requirements are
 - Fluid Power Certification
 - ASE Master Truck with Diesel Certification
 - Critical Welds Certification
 - Unit Specific Skills Exercises

Should technology or the Company fleet change, the certification requirements and skills tests to obtain the Master level premium may be modified to reflect the changed circumstances. This will be accomplished after consultation with the Union.

**MEMORANDUM OF UNDERSTANDING
POWER DELIVERY
TRANSMISSION APPRENTICE
CLASSIFICATION
November 15, 1999**

As a result of certain discussions between representative of Alabama Power Company and representatives of the nine (9) local unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed on certain matters which are embraced in this memorandum of agreement.

NOW, THEREFORE, it is hereby agreed between Alabama Power Company and such local union as follows:

1. There is a current and projected need for employees qualified to advance to journeyman classifications in the Power Delivery Transmission Work Group.
2. The 1998 Power Delivery Transmission Labor Agreement under Article VII, paragraph (w) currently limits the ratio of apprentices to journeymen to one (1) apprentice to each two (2) journeymen.
3. The ratio in 2. above will be waived and a new ratio of up to two (2) apprentices to each three (3) journeymen will be allowed through August 15, 2001, at which time the parties may renew, modify, or discontinue this MOU.
4. All other provision of the current collective Bargaining Agreement will remain in full force and effect.

This agreement is based on present needs and circumstances and will not preclude Management's right to exercise full control of the work force, including the determination of the number and classification of employees employed at each location. This agreement will not be used by either party to establish a precedent for similar situations in the future.

Both parties agree to meet and discuss issues associated with this Memorandum and will attempt to settle disputes arising from this Memorandum through direct meetings between Company and Union representatives. Both parties agree to utilize the grievance procedure as a last resort.

Both parties agree to meet on a quarterly basis to discuss the progress made in the apprentice to journeyman ratio.

This Memorandum of Understanding is entered into this 15th day of November 1999.

**Memorandum of Agreement
Power Delivery Transmission
October 25, 2000**

As a result of certain discussions between representatives of Alabama Power Company and representatives of the nine (9) local unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed to certain matters which are embraced in this memorandum of supplemental agreement.

NOW, THEREFORE, it is hereby agreed between Alabama Power Company and such local unions as follows:

- 1. The Memorandum of Agreement covering barehanding of transmission voltages entered into on the 6th day of September, 1985, which includes the payment of certain premiums, will be suspended, until such time, based on needs and conditions, this MOA is reinstated.**
- 2. The current barehanding crew, Crew 12, will remain intact during this suspension period and upon reinstatement of this MOA, will receive the specific training necessary to barehand transmission voltages. If it is necessary to fill vacancies in this crew upon reinstatement of the MOA, the terms in first paragraph of the original barehanding MOA will be followed.**
- 3. Reinstatement of the original barehanding MOA in 1. above will cause this supplemental agreement to expire.**

This Memorandum of Agreement is entered into this 25th day of October 2000.

**Memorandum Of Agreement
Regional Transmission and Substation
Article XV(j) - PDT Memorandum of Agreement
August 29, 2006**

As a result of certain discussions between representatives of Alabama Power Company and representatives of the International Brotherhood of Electrical Workers listed below, the parties have agreed on certain matters which are embraced in this Memorandum of Agreement (MOA).

NOW, THEREFORE, it is hereby agreed between Alabama Power Company and such local unions as follows:

1. Article XV (j) will be changed to read as follows:

"Whenever an employee is promoted or transfered into a regional crew position, such employee will, within six (6) months of the promotion or transfer, relocate to a residence not more than a forty-five (45) mile radius from the employee's headquarters unless the employee presently meets such qualification. Failure to meet this requirement will subject the employee to removal from the classification under the conditions of Article VI, paragraph (m) of this agreement."

(All existing Division seniority unit personnel as of August 15, 1998, will be grandfathered while working within their present Division seniority unit. Also, existing roving crew personnel who live within the Division boundaries as of August 15, 1998, will be grandfathered from this provision for consideration for the regional crew headquartered within that Division).

2. All existing regional crew employees, whether in the Division seniority unit or in the roving seniority unit, will be grandfathered if they mmet the forty-five (45) mile radius requirement as of the effective date of this MOA.

3. Either party may cancel this MOA with a sixty (60) day notice stating their intention to do so. In the event this MOA is cancelled, the mileage requirement will revert to thirty (30) miles and any employee who has been promoted or transferred into a regional crew under this MOA will be grandfathered under the forty-five (45) mile radius.

This Memorandum of Agreement is entered into this 29th day of August, 2006.

Memorandum of Understanding

**Commercial Drivers License
Medical Examinations
April 21, 2008**

The following agreement between Alabama Power Company and representatives of the nine (9) Local Unions of the International Brotherhood of Electrical Workers is entered into by the parties as a result of discussions between the Union and the Company. The provisions of the agreement will be as follows:

1. The purpose of this agreement is to provide for an additional medical examination for those employees who hold a Commercial Drivers License (CDL), within the limits set out below.
2. Under Exhibit B, in paragraph 6 of the 2004 Memorandum of Agreement of the current Distribution and Support (D&S) Memorandum of Agreement, the parties have agreed that "The Company will continue to reimburse employees required to hold a Commercial Drivers License, the cost of renewing such license above the cost of a private drivers license and the Company will pay for the first medical examination required for license renewal." and under Exhibit B, in paragraph 6 of the 2004 Memorandum of Agreement of the current Power Delivery Transmission (PDT) Memorandum of Agreement, the parties have agreed to the same language except in the beginning sentence which reads "During the term of this agreement, ...". It is not proposed to change this existing contract language, but to supplement it through this MOU.
3. In most locations, the Company has contracted with a medical provider to perform the first medical examination required in Note 2. above. Based on present needs and conditions, the Company may provide an additional medical examination. The timing of this examination will be managed by the Company and will be performed by a medical provider contracted by the Company and will be on Company time and at Company expense.
4. Employees who do not receive the first medical examination, nor desire to have the additional medical examination, by the Company's contracted provider, as referenced in Note 3. above, must have their CDL medical examinations, first and additional, on their own time and at their own expense. If problems arise from these examinations, administrative or otherwise, the employees must correct them on their own time and at their own expense. The Company requires a current medical card for CDL purposes and employees, whose jobs require a CDL, may be restricted from work until they possess a current medical card.
5. Depending on the availability of the contracted medical provider, the Company may allow medical examinations to be performed by other available medical providers, including employees' personal medical providers, on Company time and at Company expense. This will be at the sole discretion of management.

6. The Company can agree to reimburse Lavon Pittman \$50.00 for his CDL medical examination in 2007. This will settle grievance number SEA-07-004.

Unless specifically addressed in this MOU, the terms and conditions of the current D&S and PDT Memoranda of Agreement will apply. This MOU will not be used to establish a precedent for similar situations in the future.

This Memorandum of Understanding may be terminated by the Company based on the availability of contracted medical providers and will be subject to negotiated changes, if any, in the August 15, 2009, contract negotiations.

**MEMORANDUM of AGREEMENT
Union Dock Reimbursement**

January 1, 2009

As a result of certain discussions between representatives of Alabama Power Company and representatives of the nine (9) local unions of the International Brotherhood of Electrical Workers listed below, the parties have agreed on certain matters which are set forth herein:

NOW, THEREFORE, it is hereby agreed between Alabama Power Company and such local unions as follows:

Article VIII (g) of the Distribution and Support and Generation Agreements and Article VII (g) of the Transmission Agreement provide for time off for employees to handle Union business. Historically, employees have been docked for these absences. Alabama Power Company can agree to pay covered employees who take time off during regular working hours for straight time spent transacting Union business. The local unions, in turn, agree to reimburse the Company for payment of such time, as well as, payroll adders, taxes and benefits as billed by Alabama Power Company on a quarterly basis. This will replace the current practice of docking covered employees for time associated with Union business.

This Agreement does not change any other practice or contract language between the parties regarding Union business or other issues.

EXHIBIT C

Deleted

EXHIBIT D
ALABAMA POWER COMPANY
POWER DELIVERY CONSTRUCTION
AND CERTAIN FLEET SERVICES
EQUIPMENT MAINTENANCE PERSONNEL

MEMORANDUM OF AGREEMENT
PROCEDURES RELATED TO TRAVEL EXPENSES
ASSOCIATED WITH RECALL WORK,
PREARRANGED WORK, AND TRANSFER

The purpose of this agreement is to provide guidelines for the efficient and prompt response to customer needs, provide equitable compensation for employee response to recall situations and enable prudent decisions concerning the use of Company personnel, tools, and equipment.

The intent of these procedures with respect to recall is to reimburse employees for their excess expenses incurred as a result of recall. This amount should be the difference in their actual expenses and the expenses they would have incurred had there not been a recall.

MILEAGE EXPENSE

1. The Company will reimburse employees mileage expense based upon the shortest public road route as follows:

- (a) If travel is by public conveyance, the Company will reimburse employees the actual expense incurred.
- (b) If travel is by personal automobile, the Company will pay for the use at the current rate per mile.
- (c) In each case, involving travel expense to be paid by the Company, employees will be expected where practicable to reach an understanding with their supervisor as to the mode of travel and the expense involved, and supervisors, at their option, may provide Company or other transportation rather than have employees incur expenses for which they would otherwise be reimbursed.
- (d) Employees transferred from a job at one location to a job at another location will be reimbursed mileage expense based upon the distance between the new headquarters location and the previous headquarters location.

- (e) Employees prearranged to work at a location other than their regular work location will be reimbursed the excess mileage expense above their mileage expense reporting to their regular work location.
- (f) Employees recalled to work will be eligible for mileage expense reimbursement for miles traveled that would not have been traveled had there been no recall.

ALLOWANCES

2. The Company will reimburse employees allowances based upon the following allowance table:

ALLOWANCE TABLE

ZONE RANGE (MILES)	ALLOWANCE FACTOR
0 - 25	.25
26 - 50	.75
51 - 75	1.25
76 - 100	1.75
101 - 125	2.25
126 - 150	2.75
151 - 175	3.25
176 - 200	3.75
201 - 225	4.25
226 - 250	4.75
251 - 275	5.25
276 - 300	5.75
301 - 325	6.25
326 - 350	6.75

- (a) When employees are transferred in accordance with paragraph 1 (d) of this Exhibit D and the transfer is made outside of regular or overtime work hours, employees will be eligible for a transfer allowance. The mileage calculated in paragraph 1 (d) above will determine the zone range and corresponding allowance factor. Employees will be due an amount equal to the allowance factor multiplied by their straight time rate.
- (b) When employees are prearranged in accordance with paragraph 1 (e) of this Exhibit D and they qualify for an excess mileage expense, employees will be eligible for a prearranged allowance. No travel time will be provided. Work will begin and stop at the work site. The mileage calculated in paragraph 1 (e) above will determine the zone

range and corresponding allowance factor. Employees will be due an amount equal to the allowance factor multiplied by their overtime rate.

- (c) When employees are recalled for work and report for duty after a regular work period or on one of their regular off-days, they will be eligible for a recall allowance. No travel time will be provided. Work will begin and stop at the work site. The mileage distance between employees' homes or temporary lodging locations and the reporting location will determine the zone range and corresponding allowance factor. Employees will be due an amount equal to the allowance factor multiplied by their overtime rate.
- (d) When employees are released from recall and the recall work has not extended into regular work hours, they will be eligible for a second recall allowance as provided for in paragraph 2 (c) above. No travel time will be provided.
- (e) Permanently assigned employees recalled to report to their permanently assigned work locations will be due a recall allowance based upon an allowance factor of 0.50 when recalled under the provisions of this Exhibit D, paragraph 2 (c) above. Employees will be due an amount equal to the allowance factor multiplied by their overtime rate.
- (f) When permanently assigned employees are released from recall from their permanently assigned work locations and the recall work has not extended into regular work hours, they will be due a second recall allowance based upon an allowance factor of 0.50. Employees will be due an amount equal to the allowance factor multiplied by their overtime rate.
- (g) Employees who are provided Company vehicles for the purpose of recall, and respond to recalls from their homes or temporary lodging locations, shall not be eligible for recall allowances. Such employees will be paid for the actual time spent working or standing by, but in no event shall they receive less than two (2) hours pay at their overtime rate.

RECALL EXPENSES

3. Where lodging is necessary in conjunction with the recall, the Company will provide or pay for one half (1/2) the rate of a double room. Single rooms will be provided as needed.

4. The Company will reimburse employees for meals in accordance with Exhibit E of the Power Delivery Construction Memorandum of Agreement.

5. Employees covered by this Memorandum of Agreement will not be reimbursed lodging or meal expenses as per paragraphs 3 and 4 above when the Company is paying a per diem to such employees.

EXHIBIT E
ALABAMA POWER COMPANY
POWER DELIVERY TRANSMISSION
DEPARTMENTS

MEMORANDUM OF AGREEMENT
PROCEDURES RELATING TO
PROVIDING OR PAYING FOR MEALS

The Company will defray the reasonable extra costs incurred by or for employees for meals resulting from their being required to work overtime outside their scheduled or rescheduled hours and days; or as an alternative, at its option the Company will provide such meals at Company expense.

Employees receiving a per diem payment in accordance with Article VII paragraph (s) of the Power Delivery Construction Memorandum of Agreement will not be eligible for meal expenses under this provision. Except for Regional Crews, Supply Chain, and General Shops personnel, permanently assigned employees will be covered by the per diem provisions of Article VII paragraph(s) when working away from permanent headquarters.

GENERAL PRACTICES UNDER THE POLICY

1. In general, the Company will reimburse employees a **\$11.00** meal allowance for all meals due under the provisions of this agreement. Effective **August 15, 2009**, the meal allowance will be increased to **\$11.50**. Effective **August 15, 2011**, the meal allowance will be increased to **\$12.00**. However, the Company intends to continue its long-standing policy of providing meals in the event of long hours of continuous work and in emergency situations when meals are unavailable elsewhere.
2. In general the Company will not pay for time spent eating meals unless employees are required to remain at work or standby at some definite location.
3. In cases where the Company is to provide meals the obligation is on the supervisor in charge to see that they are provided, if available, and that they are adequate as to quality, quantity and timing. Timing is understood to mean that meals will be made available at, or as nearly as practical at the normal regular mealtimes and approximately each six (6) hours thereafter until released from duty. However, it is recognized that during emergencies, outages, and extended cases of trouble it may not be possible to stop and eat at these six (6) hour intervals. In the case of long continued emergency work every reasonable effort is to be made to get meals or refreshments as necessary to maintain strength and morale.

4. In cases where employees are directed by the Company to purchase and to be reimbursed for meals the obligation rests on them to request reimbursement through the proper channels and to present satisfactory vouchers or receipts for payments made for such meals to the responsible supervisors. Employees are not to purchase meals for reimbursement except as directed by the Company.
5. The intent and provisions of these practices will be interpreted and applied in accordance with the following general and specific procedures:

GENERAL PROCEDURES

A. WITH RESPECT TO ALL EMPLOYEES COVERED

1. When employees work only their scheduled hours and days in the usual manner at or from their assigned headquarters or reporting places (i.e., places to which they report, from which they start work, and to which they return) they will provide their own meals immediately before, immediately after and between scheduled working periods in the same day at their own expense.
2. When employees are required to spend one or more nights away from their regular headquarters or reporting place while working either or both scheduled or unscheduled hours and days, the Company will provide or pay for all usual meals occurring between departure from and return to headquarters which they are unable to eat at their homes or at their regular eating places.
3. When employees are prearranged to work on an off day, midshift meals will not be provided or paid. Otherwise, when employees are required to work outside their regularly scheduled or rescheduled hours and days of work either at or away from their assigned headquarters or reporting places as described below, the Company will provide or pay a meal allowance for all usual meals which are eaten during such periods.
4. Except as described below, if between periods of work in the same day outside their regularly scheduled or rescheduled hours and days employees prefer to eat any usual meals which occur during that day at their homes or at their regular eating places, and if they can be and are released for the time necessary to do so, the Company will pay a meal allowance for such meals.

SPECIFIC PROCEDURES

B. WITH RESPECT TO EMPLOYEES ON NON-SHIFT WORK

1. **Early Start:** In case employees on non-shift work are required to start work one hour or more before their regular starting time, and are notified to this effect before the end of their last scheduled work period, the Company will pay a meal allowance for their breakfasts and if such employees normally bring their lunches, the Company will pay a meal allowance for their lunches if not brought from home.
2. **Working After Regular Quitting Time:** In case such employees are required to continue work more than two hours beyond their regular quitting time, the Company will pay a meal allowance for their suppers.
3. **Call-Outs:** If such employees are called out and as a result are unable to eat any usual meals which occur during such periods at their homes or at their regular eating places, the Company will pay a meal allowance for such meals obtained elsewhere. If such employees are called out any time prior to their normal starting time and as a result were unable to eat their breakfasts at their homes or at their regular eating places, or were unable to make their usual arrangements for lunches, the Company will pay a meal allowance for the breakfasts and/or lunches obtained elsewhere. If such employees are called out on their off-days, time required for eating meals occurring during the period of such call-out will be counted as time worked unless circumstances are such that the usual regular hours for meals can be observed and the employees are permitted to obtain meals in a manner and at a place of their own discretion.
4. **Off-Day Work:** For prearranged work assignments on an employee's off day, midshift meals will not be provided or paid. Otherwise, if employees are required to work on their off-days and have not been prearranged, the Company will pay a meal allowance for all usual meals which occur during such periods when the employees are working at their overtime rates. If work starts and stops at the usual time employees will provide their own breakfasts and suppers, otherwise (1) and/or (2) above will apply.
5. **Continuous Work:** In case such employees are required to work for long periods, the Company will provide for extra meals or pay a meal allowance for all meals eaten at reasonable mealtime intervals of approximately six (6) hours from the last usual mealtime and approximately each six (6) hours thereafter until released from duty. However, it is recognized that during emergencies, outages, and extended cases of trouble it may not be possible to stop and eat at these six (6) hour intervals. Time required for eating meals occurring during such periods will be counted as time worked unless circumstances are such that the usual meal periods can be observed and the employees are permitted to obtain meals in a manner and at a place of their own discretion. If such work continues without break into the following day, whether it be a scheduled or unscheduled day, the Company will pay a meal allowance for all usual meals which occur during such periods.

6. **Call-Out on Holiday:** If such employee's are called out to work on a holiday which occurs on the employee's regular scheduled work day, the Company will pay a meal allowance for all usual meals which occur during such periods. If work starts and stops at the usual time, employees will provide their own breakfasts and suppers, otherwise (1) and/or (2) will apply.

SPECIFIC PROCEDURES

C. WITH RESPECT TO EMPLOYEES ON SHIFT WORK

1. **Early Start:**

Breakfast: In case employees on shift work are required to start work one hour or more before their regular starting time, and are notified to this effect before the end of their last scheduled work period, the Company will pay a meal allowance for their breakfasts and if such employees normally bring their lunches, the Company will pay a meal allowance for their lunches if not brought from home.

Dinner and Supper: In case employees on shift work are required to start work one hour or more before their regular starting time, and are notified to this effect prior to the end of their last previous scheduled work period and as a result were unable to eat their usual meals at their homes or at their regular eating places, the Company will pay a meal allowance for the meal or meals obtained elsewhere. In cases where the Company pays a meal allowance under the provisions of this paragraph and such employees usually bring their lunches, the Company will also pay a meal allowance for a meal or meals which occur during the shift.

2. **Working Beyond Shift Quitting Time:** In case such employees are required to continue work more than two hours beyond their regular shift quitting time and as a result are unable to be at their regular eating places at mealtimes, the Company will pay a meal allowance for the meals obtained elsewhere.
3. **Doubling-Over:** When employees are required to double-over and work continuously through the next succeeding shift, the Company will pay a meal allowance for meals which occur during the extra shifts.
4. **Call-Outs:** If such employees are called out and as a result are unable to eat any usual meals which occur during such periods at their homes or at their regular eating places, the Company will pay a meal allowance for such meals obtained elsewhere, and the time required for eating meals occurring during the period of such call-out will be counted as time worked unless circumstances are such that the usual meal periods can be observed and the employees are permitted to obtain meals in a manner and at a place of their own discretion. If employees are called out any time prior to their normal starting time and as a result were unable to eat their usual meals at their homes or at their regular eating places or were unable to make their usual arrangements for meals to be eaten during the shift, the Company will pay a meal allowance for the meal or meals obtained elsewhere.
5. **Off-Days:** For prearranged overtime assignments on an employee's off day, midshift meals will not be provided or paid. If an employee doubles on an off day, the Company will pay a

meal allowance for meals for the second shift. Otherwise, if employees are required to work on their off-days and have not been prearranged, the Company will pay a meal allowance for all usual meals which occur during such periods when the employees are working at their overtime rates. If work starts and stops at the usual shift times, employees will provide their own meals immediately before and following such periods, otherwise (1) and/or (2) above will apply.

6. **Premium Pay Shift:** Employees who are working regularly scheduled shifts which are part of their normal forty (40) hour work week but who are working at an overtime rate for hours worked in excess of eight (8) in a twenty-four (24) hour work period will provide their own mid-shift meals.
7. **Call-Out on Holiday:** If such employees are called out to work on a holiday which occurs on the employee's regular scheduled work day, the Company will pay a meal allowance for all usual meals which occur during such periods. If work starts and stops at the usual shift times, employees will provide their own meals immediately before and following such periods, otherwise (1) and/or (2) above will apply.

EXHIBIT F
ALABAMA POWER COMPANY
POWER DELIVERY TRANSMISSION
DEPARTMENT

(Applies to Regional Crews and General Shops Personnel)

MEMORANDUM OF AGREEMENT
PAYMENT FOR TRAVEL EXPENSE
FOR EMPLOYEES REQUIRED TO
WORK OVERTIME

Subject to the limitations and provisions set forth in paragraph 2 below in respect to work on a call-out basis, the Company proposes the following to apply when employees are required to work on a prearranged basis on their off-day or on a work day when the overtime worked does not run into or is not a continuation of work beyond their regular schedule:

1. The Company will reimburse employees who live five miles or more from their headquarters measured by the shortest traveled route for travel expense as follows:
 - a. If travel is by public conveyance, the Company will reimburse the employee the actual expense incurred.
 - b. If travel is by personal automobile, the Company will pay for use of car at the current rate per mile. This payment will be made to only one employee in the event several employees ride in the same car.
 - c. Deleted
 - d. In each case, involving travel expense to be paid by the Company, the employees will be expected where practicable to reach an understanding with their respective supervisors as to the mode of travel and the expense involved, and the supervisors, at their option, may provide Company or other transportation rather than have the employees incur expense for which they would otherwise be reimbursed.
2. The Company will not pay travel expense when overtime work is on a call-out basis that does not extend into the next regular work period. However, the Company will reimburse employees for the travel expense in excess of their normal travel expense where they are required to work overtime on a call-out basis which extends into the next regular work period; provided they do not receive pay for inconvenience time in excess of the two-hour minimum for the call-out.

In no case will the Company utilize the call-out as a means of eliminating travel expense for which the employee would otherwise be reimbursed.

SUBJECT INDEX

Subject	Article	Para	Page
Accidents			
Investigating Committees	XI	(e)	31
Alabama Labor Council			
Leave of Absence for	VI	(h)	10
Apprentices			
Progression of	VI	(g)	8
Qualifications of	VII	(bb)	25
Arbitration	IX		30
Bargaining Agent	III	(a)	3
Bulletin Boards-Use of	XIII	(b)(c)	32
Business Manager -			
Leave of Absence for	VI	(h)	10
Call-Out -			
Notice of	VII	(gg)	27
Time Allowance	VII	(h)	17
Check-Off-Payroll			
Deduction for Dues	III	(e)(g)	3,4
COPE Fund	III	(f)(g)	4
Classifications	Exhibit A		43
Commendation Report	VII	(y)	25
Crew Headquarters	VII	(q)	21
Death in Family	VII	(d)	16
While on Vacation	VII	(a)	11
Demotions	VI	(b)	6
At Employees Request	VI	(i)	10
Discharge	VI	(j)	10
Disciplinary Letter	VII	(y)	25
Efficiency	IV		5
Emergency Work	XI	(f)	31
Energized Circuits -			
Working On	VII	(aa)	25
Expense Allowance	VII	(s)	22
Extension of Agreement	II	(b)	2
Extra Expense - Defrayment of	VII	(t)	24
Grievances	VIII		28
Procedure for Handling	VIII	(a)(b)	28,29
Time Limitations	VIII	(b)	29
Holidays	VII	(b)	13
Insurance			
Life	VII	(e)	16
Jury Duty	VII	(f)	16
Lay Offs	VI	(j)(k)	10
Subject	Article	Para	Page

Light Duty	VII	(p)	21
Lockouts	X		31
Loyalty	IV		5
Management	V		5
Meal Period	VII	(m)	18
Meals - Provided For	Exhibit E		104
Meetings			
With Company Officials	VII	(g)	16
Modification of Agreement	II	(c)	2
MOUs	Exhibit B		70
10-Hour Work Schedules			
PDC Crews	Exhibit B		80
10-Hour Work Schedules			
Div, GSC, Corp Ser	Exhibit B		86
10-Hour Work Schedules			
Geographic Div	Exhibit B		78
2009 Negotiations MOU	Exhibit B		73
Apprentice Classification	Exhibit B		94
Barehanding Transmission			
Voltages	Exhibit B		88, 95
CDL Medical Exams	Exhibit B		97
Educational Assistance	Exhibit B		89
Equipment Operator	Exhibit B		83
PDC Multicraft Class.	Exhibit B		84
Regional Proximity XV(j)	Exhibit B		96
Union Dock Reimburse.	Exhibit B		99
Utility Fleet	Exhibit B		92
Voluntary Training	Exhibit B		90
Moving Expense	VII	(r)(s)	22
Mutual Agreement			
Work Time	VII	(m)(n)	18,19
No Discrimination	III	(b)(c)	3
Openings	VI	(f)	7
Application for	VI	(f)	7
Filing of	VI	(f)	7
Posting of	VI	(f)	7
Overtime	VII	(n)	19
Packing Pay	VII	(r)	22
Pension, Reference	VII	(e)	16
Per Diem Allowance	VII	(s)	22
Posting Rules	XIII	(a)	32
Pre-arranged work, Off-Day	VII	(h)	17
Probation	VI	(a)	5

Subject	Article	Para	Page
Progression Through Pay Scale	Exhibit A		43
Promotions Declined	VI	(b)	6
Qualifications	VII	(ff)	27
Utility Assistants Trans	VII	(z)	25
Radio Tower - Work on	VII	(dd)	26
Raincoats, Hats	VII	(x)	24
Rates of Pay	Exhibit A		43
Ratio of Apprentices to Journeymen	VII	(w)	24
Recall to Work	VII	(h)	17
Reduction in Forces	VI	(b)(k)(l)	6,10,11
Reporting Time	VII	(j)	18
Rescheduling of Work	VII	(n)	19
Rest Period	VII	(o)	20
Safety	XI		31
Scheduling of Work Week	VII	(n)	19
Scope	I		1
Seniority			
Basis for	VI	(d)	6
In Event of Transfer	VI	(e)	6
Interruptions in	VI	(d)	6
Lists, Preparation of	VI	(c)	6
Termination of	VI	(d)	6
Sick Leave	VII	(c)	15
Standby	VII	(i)	18
Statement of Hours of Pay	VII	(v)	24
Strikes	X		31
Supervisors	VII	(l)	18
Substitution	VII	(k)	18
Telephones	VII	(hh)	27
Timekeeper & Materialman B -			
Progression of	VI	(g)	8
Training	XII		32
Travel Expense	VII	(r)	22
For Required Overtime	Exhibit D		101
Regional Crews, Shops	Exhibit F		109
Travel Time			
To and From Job	VII	(q)	21
To New Location	VII	(r)	22
Truck Drivers - Duties	VII	(cc)	26
Uniforms	Exhibit B 2004 MOU		76
Vacations	VII	(a)	11

Subject	Article	Para	Page
Voting Time	VII	(f)	16
Wages	Exhibit A		43
Work in Rain, Sleet or Snow	VII	(u)	24
Workday	VII	(m)	18
Work on Energized Lines	VII	(aa)	25
Work - Off-Day	VII	(h)	17
Work Schedules	VII	(n)	19
Workweek	VII	(m)	18